## STATE OF SOUTH CAROLINA

## BEFORE THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

## DOCKET NO. 2004-178-E

In Re:	Application of South Carolina	)	NOTICE OF CHANGE AND
	Electric & Gas Company for	)	APPLICATION FOR INCREASE
	Adjustments in the Company's	)	IN RATES AND CHARGES
	Electric Rate Schedules and	)	
	Tariffs	_)	

STATE OF SOUTH CAROLINA	)	BEFORE THE
	)	PUBLIC SERVICE COMMISSION
COUNTY OF RICHLAND )		OF SOUTH CAROLINA
	)	DOCKET NO. 2004-178-E
	)	
In Re: Application of South Carolina	)	NOTICE OF CHANGE AND
Electric & Gas Company for	)	APPLICATION FOR INCREASE
Adjustments in the Company's	)	IN RATES AND CHARGES
Electric Rate Schedules and)		
Tariffs	)	

Pursuant to S.C. Code Ann. Sections 58-27-820, and 58-27-870 (1976), as amended and 26 S.C. Code Ann. Reg. 103-834, as amended, of the Public Service Commission of South Carolina's Rules of Practice and Procedure, South Carolina Electric & Gas Company (hereinafter the "Company" or "SCE&G") hereby notifies the Public Service Commission of South Carolina (hereinafter the "Commission") of proposed changes in its rates, charges, and tariffs for electric service and respectfully requests that the proposed rates, charges, and tariffs be approved by the Commission. The Company proposes that rates reflecting the requested increase be effective on January 1, 2005. The proposed adjustments are based upon the following facts:

- 1. The Commission was notified on May 25, 2004, of the Company's intent to file this Application.
- 2. The Company is an electric utility operating in 24 counties in the central and southern areas of South Carolina where it is engaged in the generation, transmission, distribution and sale of electricity to the public for compensation.
- 3. The current rates now in effect, exclusive of changes in the fuel component, were approved by the Commission in Order No. 2003-38, dated January 31, 2003, in Docket No. 2002-223-E.

- 4. Since the issuance of Order No. 2003-38, SCE&G has made large investments in its infrastructure to continue to provide reliable service to its customers. These investments include completion of the construction of the 875 megawatt (MW) gas-fired generating facility located in Jasper County, South Carolina, as well as a significant number of other essential capital expenditures for existing facilities in large measure required to insure compliance with environmental standards and to maintain and refurbish older plants. In spite of the Company's efficient operations and its constant efforts to lower costs, the current rates and charges are not sufficient to allow the Company a reasonable opportunity to earn an adequate rate of return on its investment.
- 5. In its Order No. 2003-38, the Commission found that 9.94% was a fair and reasonable return on the Company's electric retail rate base. For the adjusted test year ended March, 2004, the Company earned a 7.61% return on its retail electric operations. The Company's earnings on its investment are non-compensatory and unreasonable and will continue to decline without the increased revenue produced by the proposed rates and charges herein.
- 6. The retail electric return on common equity for the adjusted test year ended March, 2004, was 8.65% as opposed to the 12.45% return on common equity which the Commission approved in Docket No. 2002-223-E as just and reasonable for the Company's retail electric operations. The current return is

- unreasonably low. At the existing rates, the Company's earned return on equity will further deteriorate.
- 7. The Company requests that proposed rates and charges representing an increase in revenues of approximately 5.66% be effective on January 1, 2005. The proposed rates and charges would permit the Company the opportunity to earn a return on common equity of 11.75%. The additional revenues are necessary to permit the Company to meet its reasonable operating expenses, to provide a reasonable opportunity to earn a fair rate of return as authorized by the Commission, and to continue to attract capital on reasonable terms.
- 8. SCE&G proposes to include in rate base the capital costs associated with the construction and commercial operation of the Jasper County Generating Station as approved by the Commission in Docket No. 2001-420-E, Order No. 2002-19. The Jasper County Generating Station went into commercial operation on May 1, 2004. The adjustment includes the construction cost of the plant (\$447 million) plus associated Allowance for Funds Used During Construction, test power costs, certain substation improvements, and other associated capital costs. SCE&G also proposes to recover through rates certain incremental expenses associated with operating and maintaining the plant. Included in these costs are fixed pipeline capacity charges that SCE&G must pay for the provision of gas service to the facility, as well as

- depreciation expense and property taxes.
- 9. The fixed capacity charges included in the Jasper Station incremental operating expenses have previously been included in SCE&G's annual fuel forecast and are currently being recovered through the fuel adjustment clause. SCE&G proposes to remove the amount associated with retail service from SCE&G's fuel cost component set by the Commission in Docket No. 2004-02-E and include it in base rates. The fuel component set by the Commission in Docket Commission in Docket No. 2004-02-E would then be decreased by \$0.00057 per kilowatt hour. The net effect of these adjustments will be no change in charges to customers.
- 10. SCE&G has not included in rate base the capital costs incurred to construct a rock-filled berm behind the existing Saluda Dam as required by the Federal Energy Regulatory Commission (the "Remediation Project"). SCE&G proposes to use certain Federal income tax credits derived from synthetic fuel consumed on its system to offset the cost of the Remediation Project thereby eliminating the need to recover these costs from customers. The Company asks approval of accounting treatment allowing it to record financial depreciation of the Remediation Project in an amount equal to the available tax credits and to offset the impact of the depreciation and recover project expenditures by booking to income the corresponding pre-tax value of the tax credits. The Company also requests that it be allowed to recognize

a regulatory asset by recording carrying costs, beginning in the first quarter of 2005, on the balance in Remediation Project costs not yet recovered through the application of synthetic fuel tax credits or through consideration of the tax benefits of depreciation. This regulatory asset would be recovered through the application of synthetic fuel tax credits. Carrying costs will be computed based on the overall rate of return approved by the Commission in this proceeding. The Company anticipates (dependent on the continued legal availability of the tax credits, the ability of the relevant partnerships to produce synthetic fuel and other factors) that there will be a sufficient amount of synthetic fuel tax credits to offset the full capital and carrying costs of the Remediation Project by the end of 2007.

- 11. In compliance with Statement of Financial Accounting Standards No. 112, the Company has accrued a \$8.2 million liability associated with is long-term disability program. The Company proposes to defer and amortize these costs over 5 years.
- 12. SCE&G proposes to include and to amortize over five years its costs incurred in the effort to form the GridSouth Regional Transmission Organization in response to directives issued by the FERC in its Order 2000. GridSouth was a joint effort of SCE&G, Duke Power Company, and Progress Energy Carolinas to create a regional transmission organization to assume responsibility for grid security, market access and functional operations of

- the transmission systems serving the three utilities. Changes in FERC policy caused the participants to suspend the project in 2002.
- 13. SCE&G proposes to levelize over an 8 year maintenance cycle the costs associated with major maintenance of the turbines at its fossil fuel generating facilities. To prevent over or under collection of these costs, SCE&G requests that it be allowed to record in a regulatory asset or liability account, as appropriate, differences between the amounts accrued for these expenses and the actual amount of turbine maintenance expense incurred.
- 14. SCE&G proposes to adjust its expenses to amortize over three years certain purchased power costs incurred during the 24 month period ending March 2003 that have not been recovered through the fuel adjustment clause. This treatment is in accordance with the stipulation approved by the Commission in Docket No. 2004-02-E. Recovery of these costs through fuel clause proceedings is now expressly provided for in the 2004 amendments to S.C. Code Ann. Section 58-27-865 of the Code of Law of South Carolina.
- 15. SCE&G proposes to adjust its composite depreciation rates as set forth in Exhibit D-V attached hereto and to book depreciation going forward by individual plant account as set forth in the depreciation study to be filed as an attachment to the testimony of the Company's accounting expert. These new rates have been computed to reflect the recent relicensing and life extension until 2042 of the V.C. Summer Nuclear Plant by the Federal Nuclear

- Regulatory Commission.
- 16. SCE&G applies for an extension until December 31, 2010, of the period over which it would be able to apply the accelerated capital recovery mechanism to its Cope Generating Station that was approved by the Commission in Docket No. 1999-389-E, Order No. 1999-655. This mechanism allows the Company to book accelerated depreciation to Cope Generating Station in cases when the Company determines that revenue and expense levels warrant. The mechanism would have expired on December 31, 2002 had it not been extended by the Commission in Order 2003-38 until December 31, 2005.
- 17. SCE&G proposes that all accounting and pro forma adjustments set forth in the Exhibits attached hereto be adopted for rate making and reporting purposes in this proceeding.
- 18. SCE&G further requests that all changes in rates and tariffs set forth in the Exhibits attached hereto be approved in this proceeding. This request includes, but is not limited to, the following delineated changes:
  - (A) The Company proposes to increase the reconnection charge from \$15.00 to \$25.00. These charges, if approved, would be the same as currently authorized for the Company's gas operations during normal working hours.
  - (B) The Company proposes a new Economic Interruptible Service Rider to make interruptible credits available to customers receiving service

under Rates 23 or 24 who can contract for interruption of 1,000 kw or more during the period June through September. The rider would specifically allow the Company to interrupt customers receiving credits under it for economic reasons, in addition to reliability and system emergency considerations, and would allow customers the right to buy-through economic interruptions at the market rate applicable at the time. The Company is proposing to continue the current Interruptible Service Rider but close it to new participants.

- the Company proposes to increase its rates and charges on certain contracts under which it provides service to customers, as set forth in the Exhibits attached hereto. SCE&G notes that its Real Time Pricing experimental program (RTP), approved by this Commission in Docket No. 94-764-E, Order No. 95-3, and continued by Order No. 2003-054, will not be affected by the Company's proposed increase. RTP customers who also take service under other rate schedules of the Company, however, will experience the appropriate rate adjustment for the non-RTP rates if the Commission approves the Company's request.
- (D) SCE&G requests that Section IV(D)(5) "Billing and Payment Terms:

  Deposit" of its General Terms and Conditions be added so as to

include proposed language as shown in Exhibit C. If approved, this addition would allow SCE&G to collect deposits from nonresidential customers (other than sole proprietorships) whose bills totaled \$25,000 or more for three of the last 12 months and whose credit standing --as reflected in publicly available credit reports, in disclosures to the Company or to financial institutions, or in other public sources-- has declined to an extent that creates a condition of insecurity with regard to present and future payments owed to SCE&G. Approval of these provisions may require waiver of Commission Regulation 26 S.C. Code Ann. Reg. 103-331(A)(2), as amended. If so, SCE&G respectfully requests the Commission waive this regulation for approval of this addition.

- 19. The exhibits attached to and incorporated in this Application are as follows:
  - a. Exhibit A. The schedules of the Company's electric rates and charges in
    effect and filed with the Commission at the time of filing this
    Application, and the currently approved General Terms and Conditions for
    the Company's electric operations.
  - Exhibit B. The schedules of electric rates and charges the Company proposes to put into effect for service rendered on and after January 1, 2005.
  - c. Exhibits C1 and C2. The proposed General Terms and Conditions for the

Company's electric operations. Exhibit C1 is a "red-lined" version of SCE&G's currently approved General Terms and Conditions which shows additions and deletions proposed by the Company. Exhibit C2 is a copy of the proposed General Terms and Conditions.

- d. Exhibit D. The financial data for the 12-month period ended March 31, 2004, filed in compliance with 26 S.C. Code Ann. Reg., 103-834, as amended.
- 20. All pleadings, correspondence and communication relating to this

  Application should be addressed to the following, who are authorized representatives to accept service on behalf of the Company.

Catherine D. Taylor Associate General Counsel South Carolina Electric & Gas Company Columbia, South Carolina 29201 (803) 217-9356

Francis P. Mood Haynsworth Sinkler Boyd, P.A. Post Office Box 11889 Columbia, South Carolina 29211 (803) 779-3080

Belton T. Zeigler Law Office of Belton T. Zeigler Post Office Box 61136 Columbia, SC 29206-1136 (803) 787-7055

WHEREFORE, South Carolina Electric & Gas Company prays that the Commission approve the revised rate schedules, contract revisions, and proposed General Terms and Conditions attached hereto, and grant SCE&G such further different or other relief as may

be warranted.

SCE&G specifically requests that the Commission, if the evidence as it appears in the hearings and other proceedings concerning this application so allows, approve rates which are higher than those proposed here, or to otherwise change SCE&G's terms, conditions and classifications of service. SCE&G specifically gives notice to interested parties that the rates which result from this Application may exceed those set forth herein.

Respectfully submitted,

(ORIGINAL SIGNED)

Neville O. Lorick
President and Chief Operating Officer
South Carolina Electric & Gas Company

STATE OF SOUTH CAROLINA	) ) VERIFICATION	
COUNTY OF RICHLAND	) VERIFICATION )	
PERSONALLY APPEAREI	D before me, Neville O. Lorick, President and Chief	
Operating Officer, South Carolina F	Electric & Gas Company, who, being first duly sworn	ı,
deposes and says that he has read th	ne foregoing Application for retail Electric Rate	
Adjustment and the matters alleged	therein are true within his own knowledge; and that h	ne is
fully authorized and has capacity to	sign the aforesaid pleading and to verify the contents	S
thereof.		
	(ORIGINAL SIGNED) Neville O. Lorick	
SWORN TO before me this		

\_\_\_\_\_(L.S.)

1st day of July, 2004

Notary Public for South Carolina

My Commission Expires:

# SOUTH CAROLINA ELECTRIC & GAS COMPANY CURRENT ELECTRIC RATE SCHEDULES

## **EXHIBIT A**

# SOUTH CAROLINA ELECTRIC & GAS COMPANY CURRENT ELECTRIC RATE SCHEDULES

**EXHIBIT A** 

Listed are the current electric rate schedules included as follows:

10 11

> 12 (C) 13 (ML)

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15 (SS-1)

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Rider to Rate 20 & 23

21

21 (A)

22 (S)

23

Rider to Rate 23 & 24

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25

26

Residential Subdivision Street Lighting
Rider to Residential Subdivision Street Lighting

critial Subdivision Street Lighting

Contract Rates
Adjustment for Fuel Costs

General Terms and Conditions

RATE 1 (RGC)

RESIDENTIAL SERVICE
GOOD CENTS RATE

#### **AVAILABILITY**

#### Effective January 15, 1996 this schedule is closed and not available to any new structure.

This rate is available to customers who meet the Company's Good Cents requirements and use the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system to individually metered private residence and individually metered dwelling units in apartment structures or other multi-family residential structures. It is not available for resale service nor shall service be supplied to dwelling units having a total of more than ten rooms, five or more of which are rented or offered for rent to any person or persons not a member, or members, of the immediate family of the owner or lessor of the dwelling units.

A dwelling unit is defined as a room or group of rooms having, in addition to living quarters, kitchen facilities for the sole use of the family or individual occupying such dwelling unit.

#### **CERTIFICATION REQUIREMENTS**

Prior to construction, the customer or prospective customer must contact the Company to ascertain the requirements of the Good Cents Program and to arrange for on-site inspections for compliance.

The dwelling unit must be certified by the Company to meet or exceed the Company's Good Cents Program requirements in force at the time of application in order to qualify for service under this rate schedule.

#### **CHARACTER OF SERVICE**

Alternating Current, 60 hertz, single phase, 120 volts, 2 wire or 120/240 volts 3 wire.

#### **RATE PER MONTH**

		(Bi	Summer Iling Months e-September)	(Bil	Winter ling Months tober-May)	
Basic Fac	ilities Charge:	\$	7.50	\$	7.50	_
Plus Ener	gy Charge:					
First	800 Kwhrs. @	\$	0.08010	\$	0.08010	per Kwhr.
Excess ov	er 800 Kwhrs. @	\$	0.08519	\$	0.06891	per Kwhr.

## MINIMUM CHARGE

The monthly minimum charge shall be the basic facilities charge as stated above.

## ADJUSTMENT FOR FUEL COST

Fuel cost of \$.01821 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

## STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00043 per Kwhr. for accumulation of a storm damage reserve.

## **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

## **PAYMENT TERMS**

All bills are net and payable when rendered.

#### **SPECIAL PROVISIONS**

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when customer pays the difference in costs between non-standard service and standard service or pays the Company its normal monthly facility charge based on such difference in costs.

#### **TERM OF CONTRACT**

Contracts shall be written for a period of not less than one (1) year. A separate contract shall be written for each meter at each location.

## **GENERAL TERMS AND CONDITIONS**

#### LOW USE RESIDENTIAL SERVICE

#### **AVAILABILITY**

This rate is available to customers that meet the special conditions listed below, and are served by the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system to individually metered private residences and individually metered dwelling units in apartment structures or other multi-family residential structures. It is not available for resale service nor shall service be supplied to dwelling units having a total of more than ten rooms, five or more of which are rented or offered for rent to any person or persons not a member, or members, of the immediate family of the owner or lessor of the dwelling units.

A dwelling unit is defined as a room or group of rooms having, in addition to living quarters, kitchen facilities for the sole use of the family or individual occupying such dwelling unit.

#### SPECIAL CONDITIONS OF SERVICE

- 1) This rate schedule is available to those accounts where the consumption has not exceeded 400 Kwhrs. for each of the twelve billing months preceding the billing month service is to be initially billed under this rate schedule. The customer must have occupied the dwelling unit for the entire time necessary to determine eligibility under this rate schedule.
- 2) Consumption during a billing period of more than 30 days, used to determine eligibility under this rate schedule, shall be adjusted to a 30 day billing period by application of a fraction, the numerator of which shall be 30 and the denominator of which shall be the actual number of days in the billing period.
- 3) The second billing month within a twelve billing month period that consumption under this rate schedule exceeds 400 Kwhrs. will terminate eligibility under this rate schedule.
- 4) Service will be billed under the previous rate schedule the next twelve billing periods before the customer will again be eligible for the Low Use Rate.

#### **CHARACTER OF SERVICE**

Alternating Current, 60 hertz, single phase, 120 volts, 2 wire or 120/240 volts 3 wire.

#### **RATE PER MONTH**

Basic Facilities Charge:	\$7.50
Plus Energy Charge:	
All Kwhrs @	\$0.05969 per Kwhr.

## **MINIMUM CHARGE**

The monthly minimum charge shall be the basic facilities charge as stated above.

#### **ADJUSTMENT FOR FUEL COSTS**

Fuel costs of \$.01821 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

## STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00043 per Kwhr. for accumulation of a storm damage reserve.

## SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

## **PAYMENT TERMS**

All bills are net and payable when rendered.

## **SPECIAL PROVISIONS**

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs

#### **TERM OF CONTRACT**

Contracts shall be written for a period of not less than one (1) year. A separate contract shall be written for each meter at each location.

#### **GENERAL TERMS AND CONDITIONS**

## RATE 3 (M) MUNICIPAL POWER SERVICE

#### **AVAILABILITY**

This rate is available to municipal customers using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system. This includes all municipally owned and operated facilities for power purposes including, but not restricted to public buildings and pumping stations. It is not available for resale or standby service.

#### **CHARACTER OF SERVICE**

Alternating Current, 60 hertz. Voltage and phase at the option of the Company.

#### **RATE PER MONTH**

Basic Facilities Charge: \$ 15.00

Plus Energy Charge:

All Kwhrs. @ \$ 0.07045 per Kwhr.

#### MINIMUM CHARGE

The monthly minimum charge shall be the basic facilities charge as stated above, provided however, when construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

#### **ADJUSTMENT FOR FUEL COSTS**

Fuel costs of \$.01821 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

## STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00038 per Kwhr. for accumulation of a storm damage reserve.

## **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

## **PAYMENT TERMS**

All bills are net and payable when rendered.

## **SPECIAL PROVISIONS**

Service shall not be supplied under this rate for establishments of a commercial nature, nor to operations primarily non-municipal. Under no conditions will the Company allow the service to be resold to or shared with others.

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

#### **TERM OF CONTRACT**

Contracts shall be written for a period of not less than ten (10) years.

## **GENERAL TERMS AND CONDITIONS**

RATE 5 RESIDENTIAL SERVICE TIME OF USE

#### **AVAILABILITY**

This rate is available on a voluntary basis to customers using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system to individually metered private residences and individually metered dwelling units in apartment structures or other multifamily residential structures. It is not available for resale service nor shall service be supplied to dwelling units having a total of more than ten rooms, five or more of which are rented or offered for rent to any person or persons not a member, or members, of the immediate family of the owner or lessor of the dwelling units.

A dwelling unit is defined as a room or group of rooms having, in addition to living quarters, kitchen facilities for the sole use of the family or individual occupying such dwelling unit.

#### **CHARACTER OF SERVICE**

Alternating Current, 60 hertz, single phase, 120 volts, 2 wire or 120/240 volts 3 wire.

#### **RATE PER MONTH**

I. Summer	Months	of June-Se	ptember
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A. Basic Facilities Charge:	\$11.25	
B. Energy Charge:		
All on-peak Kwhrs.@	\$0.18851	per Kwhr.
All off-peak Kwhrs.@	\$0.06200	per Kwhr.

C. Minimum Bill:

The monthly minimum charge shall be the basic facilities charge

#### II. Winter Months of October-May

A. Basic Facilities Charge:	\$11.25	
B. Energy Charge:		<u>-</u>
All on-peak Kwhrs.@	\$0.17775	per Kwhr.
All off-peak Kwhrs.@	\$0.06200	per Kwhr.

C. Minimum Bill:

The monthly minimum charge shall be the basic facilities charge

#### **DETERMINATION OF ON-PEAK HOURS**

#### A. On-Peak Hours:

Summer Months of June-September:

The on-peak summer hours are defined as the hours between 2:00 p.m., 7:00 p.m., Monday-Friday, excluding holidays.\*

Winter Months of October-May:

The on-peak winter hours are defined as the hours between 7:00 a.m.-12:00 noon, Monday-Friday, excluding holidays.\*

#### **B. Off-Peak Hours:**

The off-peak hours in any month are defined as all hours not specified as on-peak hours.

\*Holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

## ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.01821 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

#### STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00043 per Kwhr. for accumulation of a storm damage reserve.

## **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

## **PAYMENT TERMS**

All bills are net and payable when rendered.

#### **SPECIAL PROVISIONS**

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs

The Company shall have the right to install and operate special metering equipment to measure customer's loads or any part thereof and to obtain any other data necessary to determine the customer's load characteristics.

The Company's levelized payment plans are not available to customers served under this rate schedule.

#### **TERM OF CONTRACT**

Contracts shall be written for a period of not less than one (1) year. A separate contract shall be written for each meter at each location.

#### **GENERAL TERMS AND CONDITIONS**

RATE 6 (RGCC)

RESIDENTIAL SERVICE ENERGY SAVER/ CONSERVATION RATE

(Page 1 of 2)

#### **AVAILABILITY**

This rate is available to customers using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system to individually metered private residences and individually metered dwelling units in apartment structures or other multi-family residential structures. It is not available for resale service nor shall service be supplied to dwelling units having a total of more than ten rooms, five or more of which are rented or offered for rent to any person or persons not a member, or members, of the immediate family of the owner or lessor of the dwelling units.

A dwelling unit is defined as a room or group of rooms having, in addition to living quarters, kitchen facilities for the sole use of the family or individual occupying such dwelling unit.

The builder or homeowner must provide the following:

- 1) For new homes only Proof that home meets the Council of American Building Officials Model Energy Code.
- 2) Receipts showing the purchase and installation of a new 12 SEER AC unit.
- 3) A certificate issued by an installer showing a wall total cavity R value of 15 (R-15).
- 4) Certification from builder stating that requirements have been met.

The Company may perform an on-site audit to verify that customer meets availability requirements as stated herein.

#### THERMAL AND AIR CONDITIONING REQUIREMENTS FOR ENERGY CONSERVATION

The following requirements are predicated on the Council of American Building Officials Model Energy Code and subject to change with a change in the Council of American Building Officials Model Energy Code. Sufficient application of thermal control products and specified air conditioning requirements must be met to satisfy the minimum standards outlined below:

Ceilings: Ceilings of newly constructed homes shall be insulated with a total "as installed" thermal resistance (R) value of 30 (R-30).

Ceilings of manufactured housing shall be insulated with a thermal resistance (R) value of 30 (R-30).

Ceilings of existing housing shall be insulated with a total "as installed" thermal resistance (R) value of 38 (R-38).

**Lighting:** Recessed ceiling lights shall be sealed.

Walls: Walls exposed to the full temperature differential (TD), or unconditioned areas, shall have a total cavity R value of 15 (R-15).

\*This is not a requirement for existing housing.

Floors: Floors over crawl space or crawl space walls shall have insulation installed having a total R value of 19 (R-19).

100% of the exposed earth in a crawl space shall be covered with a vapor barrier of no less than (4) mills.

Windows: Windows shall be insulated (double) glass or have storm windows.

**Doors:** Doors exposed to full TD areas must be weather-stripped on all sides and of solid construction.

Ducts: Air ducts located outside of conditioned space must have: 1) all joints properly fastened and sealed, and, 2) the duct shall have a

minimum installed insulation R-value of 6.0. All joints in ductwork outside of the conditioned space must be permanently sealed with the application of duct sealant. Transverse joints, take-offs, transitions, supply/return connections to the air handler, boot

connections to the floor/ceiling/wall, and framed-in and panned passages must be made airtight with duct sealant.

Attic Vent: Attic ventilation must be a minimum of one square foot of net free area for each 150 square feet attic floor area.

Water Heaters: Electric water heaters must have insulation surrounding the tank with minimum total R value of 8 (R-8).

Air Condition: All air conditioners must have a 12 SEER equipment rating.

Other: Chimney flues and fireplaces must have tight fitting dampers.

\*Insulation thermal resistance values are shown for insulation only, framing corrections will not be considered.

The "as installed" thermal resistance (R) value for all loose fill or blowing type insulation materials must be verifiable either by installed density using multiple weighted samples, the manufacturer's certification methods, Federal Trade Commission's procedures or other methods specified by local governing agencies.

**ELECTRICITY** 

RATE 6 (RGCC)

RESIDENTIAL SERVICE ENERGY SAVER/ CONSERVATION RATE (Page 2 of 2)

#### CHARACTER OF SERVICE

Alternating Current, 60 hertz, single phase, 120 volts, 2 wire or 120/240 volts 3 wire.

#### **RATE PER MONTH**

		<u>Summer</u> (Billing Month June-September)		Winter (Billing Month October-May)	
Basic Facilities Charge:		\$7.50		\$7.50	_
Plus Energy Ch	arge:				
First	800 Kwhrs. @	\$0.08010	per Kwhr.	\$0.08010	per Kwhr.
Excess over	800 Kwhrs. @	\$0.08575	per Kwhr.	\$0.07139	per Kwhr.

#### MINIMUM CHARGE

The monthly minimum charge shall be the basic facilities charge as stated above.

## **ADJUSTMENT FOR FUEL COSTS**

Fuel costs of \$.01821 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

## STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00043 per Kwhr. for accumulation of a storm damage reserve.

## **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

## **PAYMENT TERMS**

All bills are net and payable when rendered.

## **SPECIAL PROVISIONS**

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

## TERM OF CONTRACT

Contracts shall be written for a period of not less than one (1) year. A separate contract shall be written for each meter at each location.

## **GENERAL TERMS AND CONDITIONS**

RATE 8 RESIDENTIAL SERVICE

#### AVAILABILITY

This rate is available to customers using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system to individually metered private residences and individually metered dwelling units in apartment structures or other multi-family residential structures. It is not available for resale service nor shall service be supplied to dwelling units having a total of more than ten rooms, five or more of which are rented or offered for rent to any person or persons not a member, or members, of the immediate family of the owner or lessor of the dwelling units.

A dwelling unit is defined as a room or group of rooms having, in addition to living quarters, kitchen facilities for the sole use of the family or individual occupying such dwelling unit.

#### **CHARACTER OF SERVICE**

Alternating Current, 60 hertz, single phase, 120 volts, 2 wire or 120/240 volts 3 wire.

#### **RATE PER MONTH**

		<u>Summer</u> (Billing Month June-Septembe		Winter (Billing Month October-May)	
Basic Facilities Charge:		\$7.50		\$7.50	<u>—</u>
Plus Energy Char	ge:				
First	800 Kwhrs. @	\$0.08091	per Kwhr.	\$0.08091	per Kwhr.
Excess over	800 Kwhrs. @	\$0.09014	per Kwhr.	\$0.07631	per Kwhr.

#### **MINIMUM CHARGE**

The monthly minimum charge shall be the basic facilities charge as stated above.

## **ADJUSTMENT FOR FUEL COSTS**

Fuel costs of \$.01821 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

#### STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00043 per Kwhr. for accumulation of a storm damage reserve.

#### **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

## **PAYMENT TERMS**

All bills are net and payable when rendered.

#### **SPECIAL PROVISIONS**

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

#### **TERM OF CONTRACT**

Contracts shall be written for a period of not less than one (1) year. A separate contract shall be written for each meter at each location.

## **GENERAL TERMS AND CONDITIONS**

#### RATE 9 **GENERAL SERVICE**

(Page 1 of 2)

#### **AVAILABILITY**

This rate is available to customers using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system for general light and/or power purposes such as commercial, industrial, religious, charitable and eleemosynary institutions. It is not available for resale service.

## CHARACTER OF SERVICE

Alternating Current, 60 hertz. Voltage and phase at the option of the Company.

#### **RATE PER MONTH**

	<u>Summer</u>	Winter
	(Billing Months	(Billing Months
	June-September)	October-May)
Basic Facilities Charge:	\$ 15.00	\$ 15.00
Demand Charge:	No Chargo	No Chargo

First 250 KVA of Billing Demand	No Charge	No Charge
Excess over 250 KVA of Billing Demand @	2.84 per KVA	No Charge

The Billing Demand (to the nearest whole KVA) shall be the maximum integrated fifteen (15) minute demand measured during the billing months of June through September.

#### **Energy Charge:**

First 3,000 Kwhrs. @	\$0.08455 per Kwhr.	\$0.08455 per Kwhr.
Over 3,000 Kwhrs. @	\$0.08994 per Kwhr.	\$0.07843 per Kwhr.

#### MINIMUM CHARGE

The monthly minimum charge shall be the basic facilities charge and demand charge as stated above, provided however, when construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

## ADJUSTMENT FOR FUEL COST

Fuel cost of \$.01821 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South

## STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00038 per Kwhr. for accumulation of a storm damage reserve.

## **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

## **POWER FACTOR**

If the power factor of the Customer's installation falls below 85%, the Company may adjust the billing to a basis of 85% power factor.

#### **TEMPORARY SERVICE**

Temporary service for construction and other purposes will be supplied under this rate in accordance with the Company's Terms and Conditions covering such service.

#### **PAYMENT TERMS**

All bills are net and payable when rendered.

RATE 9 GENERAL SERVICE
(Page 2 of 2)

## **SPECIAL PROVISIONS**

This rate is available for residential service where more than one dwelling unit is supplied through a single meter, provided service to such dwelling unit was established prior to July 1, 1980.

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the company its normal monthly facility charge based on such difference in costs.

#### **UNMETERED SERVICE PROVISION**

When customer's usage can be determined and in the sole opinion of the Company, installation of metering equipment is impractical or uneconomical, monthly Kwhrs. may be estimated by the Company and billed at the above rate per month, except that the basic facilities charge shall be \$4.75.

## **TERM OF CONTRACT**

Contracts for installation of a permanent nature shall be written for a period of not less than one (1) year. A separate contract shall be written for each meter at each location.

#### **GENERAL TERMS AND CONDITIONS**

The Company's General Terms and Conditions are incorporated by reference and are a part of this rate schedule.

Effective for bills rendered on and after the first billing cycle of May 2004

#### **SMALL CONSTRUCTION SERVICE**

#### **AVAILABILITY**

This rate is available as a temporary service for builders using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system for general lighting and/or power purposes during construction. It is not available for resale or standby service.

#### **CHARACTER OF SERVICE**

Alternating Current, 60 hertz, single phase, two or three wire at Company's standard secondary service voltages of 240 volts or less.

#### RATE PER MONTH

Basic Facilities Charge: \$ 7.50

Plus Energy Charge:

All Kwhrs. @ \$0.08091 per Kwhr.

#### **MINIMUM CHARGE**

The monthly minimum charge shall be the basic facilities charge as stated above.

## **ADJUSTMENT FOR FUEL COSTS**

Fuel costs of \$.01821 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

#### STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00038 per Kwhr. for accumulation of a storm damage reserve.

#### **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

#### **PAYMENT TERMS**

All bills are net and payable when rendered.

## **SPECIAL PROVISIONS**

If providing temporary service requires the Company to install transformers and other facilities which must be removed when temporary service is no longer required, then the customer may be required to pay the cost of installing and removing the Company's temporary facilities.

## **TERM OF CONTRACT**

Contracts shall be written for a period of time commencing with establishment of service and ending when construction is suitable for occupancy or one year, which is less. A separate contract shall be written for each meter at each location.

#### **GENERAL TERMS AND CONDITIONS**

## RATE 11 IRRIGATION SERVICE

#### **AVAILABILITY**

This rate is available to customers using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system. It is not available for resale. This schedule is available for service furnished for the operation of electric motor driven pumps and equipment supplying water for the irrigation of farmlands and plant nurseries, and irrigation to provide adequate moisture for vegetative cover to control erosion and provide runoff. The pumping units served hereunder shall be used solely for the purpose of irrigation.

All motors of more than 5 H.P. shall be approved by the Company. The Company reserves the right to deny service to any motor which will be detrimental to the service of other customers. Upon request, customer may pay all cost associated with upgrading the system to the point at which starting the customer's motor will not degrade the service to the other customers.

#### CHARACTER OF SERVICE

Alternating Current, 60 hertz. Voltage and phase at the option of the Company.

#### **RATE PER MONTH**

#### I. Summer Months of June-September

A. Basic Facilities Charge:	\$18.15	
B. Energy Charge:		=
All on-peak Kwhrs.@	\$0.15320	per Kwhr.
All shoulder Kwhrs.@	\$0.09000	per Kwhr.
All off-peak Kwhrs.@	\$0.04722	per Kwhr.
II. Winter Months of October-May		
A. Basic Facilities Charge:	\$18.15	
B. Energy Charge:		="
All Kwhrs.@	\$0.04722	per Kwhr.

#### **MINIMUM CHARGE**

The monthly minimum charge shall be the basic facilities charge as stated above, except when the revenue produced by the customer does not sufficiently support the investment required to serve the load. The Company will determine in each case the amount and form of payment required to correct the revenue deficiency.

#### DETERMINATION OF ON-PEAK SHOULDER, AND OFF-PEAK HOURS

#### A. On-Peak Hours:

Summer Months of June-September:

The on-peak summer hours are defined as the hours between 2:00 p.m.-6:00 p.m., Monday-Friday, excluding holidays.\*

#### **B. Shoulder Hours:**

Summer Months of June-September:

The shoulder summer hours are defined as the hours between 10:00 a.m.-2:00 p.m. and 6:00 p.m.-10:00 p.m., Monday-Friday, excluding holidays.\*

## C. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified as on-peak or shoulder hours.

\*Holidays are Independence Day and Labor Day.

#### ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.01821 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

## STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00038 per Kwhr. for accumulation of a storm damage reserve.

## **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

#### **PAYMENT TERMS**

All bills are net and payable when rendered.

## **SPECIAL PROVISIONS**

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs

The Company shall have the right to install and operate special metering equipment to measure customer's loads or any part thereof and obtain any other data necessary to determine the customer's load characteristics.

#### **TERM OF CONTRACT**

Contracts for installations shall be written for a period of not less than ten (10) years. A separate contract shall be written for each meter at each location.

## **GENERAL TERMS AND CONDITIONS**

RATE 12 (C) CHURCH SERVICE

#### **AVAILABILITY**

This rate is available to customers using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system for general light and/or power service to churches. It is not available for resale or standby service. It is only available to recognized churches.

#### **CHARACTER OF SERVICE**

Alternating Current, 60 hertz. Voltage and phase at the option of the Company.

#### **RATE PER MONTH**

Basic Facilities Charge:	\$ 9.80	<u></u>
Plus Energy Charge:		
All Kwhrs. @	\$ 0.07253	per Kwhr.

#### MINIMUM CHARGE

The monthly minimum charge shall be the basic facilities charge as stated above, provided however, when construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

#### **ADJUSTMENT FOR FUEL COSTS**

Fuel costs of \$.01821 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

#### STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00038 per Kwhr. for accumulation of a storm damage

#### **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

#### **PAYMENT TERMS**

All bills are net and payable when rendered.

## SPECIAL PROVISIONS

The Company will furnish service in accordance with its standard specifications. Under no conditions will the Company allow the service to be resold to or shared with others. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

When a church offers activities that, in the sole opinion of the Company, are of a commercial nature such as day care, camps or recreational activities, the Company may require that the account be served under the appropriate general service rate.

## TERM OF CONTRACT

Contracts shall be written for a period of not less than five (5) years. A separate contract shall be written for each meter at each location.

#### **GENERAL TERMS AND CONDITIONS**

## RATE 13 (ML)

MUNICIPAL LIGHTING SERVICE

#### **AVAILABILITY**

This rate is available to municipal customers using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system. This includes all municipally owned and operated facilities for lighting streets, highways, parks and other public areas, or other signal system service. It is not available for resale or standby service.

#### CHARACTER OF SERVICE

Alternating Current, 60 hertz. Voltage and phase at the option of the Company.

#### **RATE PER MONTH**

Basic Facilities Charge: \$ 15.00

Plus Energy Charge:

All Kwhrs. @ \$ 0.06505 per Kwhr.

#### **MINIMUM CHARGE**

The monthly minimum charge shall be the basic facilities charge as stated above, provided however, when construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

#### ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.01821 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

#### STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00038 per Kwhr. for accumulation of a storm damage reserve.

## **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or governmental body.

#### **PAYMENT TERMS**

All bills are net and payable when rendered.

#### **SPECIAL PROVISIONS**

Service shall not be supplied under this rate for establishments of a commercial nature, nor to operations primarily non-municipal. Under no circumstances will the Company allow the service to be resold or shared with others.

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

#### **TERM OF CONTRACT**

Contracts shall be written for a period of not less than ten (10) years.

## **GENERAL TERMS AND CONDITIONS**

#### RATE 14 FARM SERVICE

#### **AVAILABILITY**

This rate is available to customers using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system on farms for producing but not processing agricultural, dairy, poultry and meat products.

Service shall not be supplied under this rate for establishments of a commercial nature such as stores, shops, stands, restaurants, service stations or any non-farm operations; nor for processing, distributing or selling farm or other products not originating through production on the premises served. Motors rated in excess of 20 H.P. will not be served on this rate. It is available for farm commercial operations including irrigation, grain elevators and crop drying for farm products produced on the premises served. It is not available for resale service.

#### **CHARACTER OF SERVICE**

Alternating Current, 60 hertz. Voltage and phase at the option of the Company.

#### **RATE PER MONTH**

	<u>Summer</u> (Billing Months June-September)	
Basic Facilities Charge:	\$ 7.50	\$ 7.50
Plus Energy Charge:		
First 800 Kwhrs.@	\$ 0.08091 per Kwhr.	\$ 0.08091 per Kwhr.
Excess over 800 Kwhrs.@	\$ 0.09014 per Kwhr.	\$ 0.07631 per Kwhr.

#### **MINIMUM CHARGE**

The monthly minimum charge shall be the basic facilities charge as stated above, provided however, when construction costs Exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

#### ADJUSTMENT FOR FUEL COST

Fuel cost of \$.01821 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

#### STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00038 per Kwhr. for accumulation of a storm damage reserve.

## SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state and governmental body.

## **PAYMENT TERMS**

All bills are net and payable when rendered.

#### **SPECIAL PROVISIONS**

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

## **TERM OF CONTRACT**

The contract terms will depend on the conditions of service. No contract shall be written for a period of not less than five (5) years. A separate contract shall be written for each meter at each location.

## **GENERAL TERMS AND CONDITIONS**

#### **RATE 15 (SS-1)**

#### SUPPLEMENTARY AND STANDBY SERVICE

#### **AVAILABILITY**

Available to Small Power Producers and co-generators that are a Quality Facility as defined by the Federal Energy Regulatory Commission (FERC) Order No. 70 under Docket No. RM 79-54. This schedule is not available to Qualifying Facilities with a power production capacity greater than 100 KW.

## SUPPLEMENTARY SERVICE

Supplementary service is defined herein as power supplied by the Company to a Qualifying Facility in addition to that which the Qualifying Facility generates itself. Supplementary service will be provided by the Company under a retail electric service schedule which the customer will establish in conjunction with the implementation of this Supplementary and Standby Service rate.

#### **SUPPLEMENTARY SERVICE**

- 1) Standby service under this schedule is defined herein as power supplied by the Company to a Qualifying Facility to replace energy ordinarily generated by a Qualifying Facility during a scheduled or unscheduled outage.
- 2) Standby service is available to customers establishing a firm demand which is billed under a retail electric service schedule of the Company. If no firm demand is established by the customer for the purpose of taking Supplementary power, then Standby service will be provided as Supplementary service and billed on the applicable retail electric service schedule.
- 3) Standby service is defined for each 15-minute interval as the minimum of: (1) the Standby contracted demand, and, (2) the difference between the measured load and the contracted firm demand, except that such difference shall not be less than zero.
- 4) Supplementary Service is defined as all power supplied by the Company not defined herein as Standby Service.
- 5) The Standby contract demand shall be limited to the power production capacity of the Qualifying Facility.

#### STANDBY SERVICE POWER RATE PER MONTH

Basic Facilities Charge	\$ 135.00
Demand Charge per KW of Contract Demand	\$ 4.20
Energy Charge:	
On-Peak KWH	\$ 0.03417
Off-Peak KWH	\$ 0.02630

#### **DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS**

A. On-Peak Hours:

On-peak hours are defined to be 10:00 a.m. - 10:00 p.m. for the months of June-September, excluding weekends.

B. Off-Peak Hours:

All hours not defined as on-peak hours are considered to be off-peak.

#### POWER FACTOR

The customer must maintain a power factor of as near unity as practicable. If the power factor of the customer's installation falls below 85%, the Company shall adjust the billing demand to a basis of 85% power factor.

#### LIMITING PROVISION

The Standby Service power rate will be available for 1325 annual hours of consumption beginning in May and ending in April, or for a prorated share thereof for customers who begin to receive service in months other than May. Accounts on this rate are subject to the following condition: Standby service will be available for a maximum of 120 On-Peak Hours.

If this account exceeds: (1) 1325 hours of Standby service annually, or (2) 120 on-peak hours of Standby service, the account will be billed on the rate normally applied to customer's Supplementary service load for the current billing month and the subsequent eleven months.

## ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.01821 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

#### STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00008 per Kwhr. for accumulation of a storm damage reserve.

#### **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

## **PAYMENT TERMS**

All bills are net and payable when rendered.

#### **SPECIAL PROVISIONS**

The customer is responsible for all costs associated with interconnection to the Company's system for the purpose of obtaining Supplementary or Standby power.

#### **TERM OF CONTRACT**

Contracts shall be written for a period of not less than three (3) years.

#### **GENERAL TERMS AND CONDITIONS**

## RATE 16 GENERAL SERVICE TIME-OF-USE

#### **AVAILABILITY**

This rate is available to any non-residential customer using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system for power and light requirements and having an on-peak demand of less than 1,000 KW. The second billing month within a twelve billing month period that on-peak demand exceeds 1,000 KW will terminate eligibility under this rate schedule. It is not available for resale service.

#### **CHARACTER OF SERVICE**

Alternating Current, 60 hertz. Voltage and phase at the option of the Company.

#### **RATE PER MONTH**

I.	Basic Facilities Charge:	\$18.15	_
II.	Energy Charge:		
Α.	On-Peak Kwhrs.		
	1. Months of June-September	\$0.15356	per Kwhr.
	2. Months of October-May	\$0.12059	per Kwhr.
В.	Off-Peak Kwhrs.		
	First 1,000 off-peak Kwhrs. @	\$0.06131	per Kwhr.
	Excess over 1 000 off-peak Kwhrs @	\$0.06521	ner Kwhr

## **DETERMINATION OF ON-PEAK HOURS**

#### A. On-Peak Hours:

June-September:

The on-peak summer hours are defined as the hours between 1:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.\*

October-May

The on-peak non-summer hours are defined as those hours between 6:00 a.m.-10:00 a.m. and 6:00 p.m.-10:00 p.m. Monday-Friday, excluding holidays.\*

## B. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified as on-peak hours.

\*Holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

#### **MINIMUM CHARGE**

The monthly minimum charge shall be the basic facilities charge as stated above, provided however, when construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction cost in addition to the rate charges above.

#### ADJUSTMENT FOR FUEL COSTS

Fuel cost of \$.01821 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

#### STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00038 per Kwhr. for accumulation of a storm damage reserve.

#### **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

#### POWER FACTOR

If the power factor of the customer's installation falls below 85%, the Company may adjust the billing to a basis of 85% power factor.

#### **PAYMENT TERMS**

All bills are net and payable when rendered.

#### **SPECIAL PROVISIONS**

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

#### **TERM OF CONTRACT**

The contract terms will depend on the conditions of service. Contracts for installations of a permanent nature shall be written for a period of not less than one (1) year. A separate contract shall be written for each meter at each location.

#### **GENERAL TERMS AND CONDITIONS**

## RATE 17 MUNICIPAL STREET LIGHTING

#### **AVAILABILITY**

This rate is available to municipal customers using the Company's electric service for area and street lighting.

#### RATE

All night street lighting service where fixtures are mounted on Company's existing standard wooden poles which are a part of Company's overhead distribution system will be charged for at the following rates:

			Lam	p Charges	Kwhrs.	
	SIZE AND DESCRIPTION		pe	er Month	per Month	
7,500	Lumens	(Mercury) (175W) Open Type (non-directional)	\$	6.30	7:	
7,500	Lumens	(Mercury) (175W) Closed Type	\$	8.30	7:	
15,000	Lumens	(HPS) (150W) Open Type	\$	6.56	63	
15,000	Lumens	(HPS) (150W) Closed Type	\$	8.56	60	
20,000	Lumens	(Mercury) (400W) Closed Type	\$	14.13	159	
50,000	Lumens	(HPS) (400W) Closed Type	\$	14.44	164	
	Lumens	(MV) (100W) Open Type (non-directional)	\$	6.20		
					41	
	Lumens	(HPS) (100W) Open Type	\$	6.49	45	
,	Lumens	(HPS) (100W) Open Type (non-directional) - Retrofit	\$	6.53	51	
9,500	Lumens	(HPS) (100W) Closed Type	\$	8.48	45	
15,000	Lumens	(HPS) (150W) Open Type - Retrofit	\$	6.56	63	
15,000	Lumens	(HPS) (150W) Closed Type - Retrofit	\$	8.56	63	
10,000	Lumens	(Mercury) (250W) Closed Type	\$	11.45	92	
27,500	Lumens	(HPS) (250W) Closed Type	\$	13.38	106	
45 000	Lumens	(HPS) (360W) Closed Type - Retrofit	\$	14.34	144	

#### All night street lighting service in areas being served from Company's underground distribution system:

The following fixtures which are available for new installations where excavation and back filling are provided for the Company and existing fixtures previously billed as residential subdivision street lighting will be charged for at the following rates:

Post-Top Mo	ounted L	uminaries	Lamp	itional Charges Month	Lamp	odern Charges Month	Lamp	lassic Charges Month	Kwhrs. per Month
7,500	Lumens	(Mercury) (175W)	\$	15.47	\$	15.47	\$	17.27	72
15,000	Lumens	(HPS) (150W)	\$	16.35	\$	16.35	\$	18.15	63
	ng fixture Lumens	is available for new (HPS) (100W) Tradition		ions only to ma	aintain patter	rn sensitive are	eas:		45
-,	Lumens	(HPS) (150W) - Retro		16.35	\$	16.35	\$	18.15	63
13,000	Lumens	(iii 0) (130VV) - Relia	п Ф		UM CHARGE		Ψ	10.13	0.

When construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

#### ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.01821 per Kwhr. are included in the monthly lamp charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

#### STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00152 per Kwhr. for accumulation of a storm damage reserve.

#### SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

#### PAYMENT TERMS

All bills are net and payable when rendered.

## TERM OF CONTRACT

Contracts under this rate shall be written for a period of not less than ten (10) years; and such contract shall include a provision that the Municipality must purchase all of its electrical requirements from the Company. The Company reserves the right to remove its facilities when subject to vandalism or for other cogent reasons.

#### SPECIAL PROVISIONS

The Company will furnish, erect, operate and maintain all necessary equipment in accordance with its standard specifications. It is the customer's responsibility to notify the Company when equipment fails to operate properly. Non-standard service requiring underground, special fixtures and/or poles will be furnished only when the customer pays the difference in costs between such non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

#### **GENERAL TERMS AND CONDITIONS**

UNDERGROUND STREET LIGHTING (Page 1 of 2)

#### **AVAILABILITY**

This rate is available to customers using the Company's electric service for street and area lighting served from existing underground distribution facilities.

#### **APPLICABILITY**

Applicable only to outdoor lighting with ballast operated vapor lamp fixtures, either mercury vapor (MV), high pressure sodium (HPS), or metal halide (MH), and with poles conforming to Company specifications. Services will be rendered only at locations that, solely in the opinion of the Company, are readily accessible for maintenance. If the Company is required to install light fixtures on poles other than those described herein, the Company will determine in each case the amount and form of payment required.

#### **RATE PER LUMINARIES**

	SIZE AND DE	SCRIPTION	•	Charges r Month	Kwhrs. per Month
7,500 Lumens	(MV) (175W) (Aco	rn, Round, or Octagonal Style)*	\$	12.92	72
10,000 Lumens	(MV) (250W) (Aco	rn, Round, or Octagonal Style)*	\$	13.62	92
15,000 Lumens	(HPS) (150W) (Ac	orn, Round, or Octagonal Style)*	\$	14.05	63
36,000 Lumens	(MH) (400W)	Hatbox	\$	27.78	157
50,000 Lumens	(HPS) (400W)	Hatbox	\$	26.47	152
110,000 Lumens	(MH) (1000W)	Hatbox	\$	40.76	355
140,000 Lumens	(HPS) (1000W)	Hatbox	\$	36.55	360

#### **RATE PER POLE**

12' Smooth/Fluted Aluminum (Mounted Height)	\$ 22.00
14' Smooth/Fluted Aluminum (Mounted Height)	\$ 22.65
17' Standard Fiberglass (Mounted Height)	\$ 9.00
42' Square Aluminum/Direct Buried (35' Mounted Height)	\$ 24.00
42' Round Aluminum/Direct Buried (35' Mounted Height)	\$ 24.00
35' Round Base/Base Mounted (Add Base To Determine Mounted Height))	\$ 32.00
35' Square Base/Base Mounted (Add Base To Determine Mounted Height)	\$ 35.00

#### REPLACEMENT OF EXISTING SYSTEMS

In the event that the customer desires to replace an existing lighting system owned and operated by the company, the customer shall be required to pay to the Company an amount equal to the provision for early contract termination listed below.

<sup>\*</sup>The lights described above may be installed in new or existing residential subdivisions at the ratio of one light for either every four (4) or six (6) metered residences. An administrative charge of \$2.00 will be added to each fixture billed under this provision. Each monthly bill rendered will include an amount for the installed lighting. Such amount will be determined by adding the appropriate charges above for the installed luminaries, pole and administrative charge and dividing such charge by either four (4) or six (6).

UNDERGROUND STREET LIGHTING (Page 2 of 2)

#### PROVISION FOR EARLY CONTRACT TERMINATION

In the event that the customer terminates the contract prior to the end of the contract term, the customer shall pay as the termination charge the appropriate charges above excluding fuel for the remainder of the contract term; plus the sum of original cost of the installed equipment, less accumulated depreciation through the effective termination date, plus removal and disposal costs, plus environmental remediation costs less any applicable salvage values, the total of which shall in no case be less than zero.

#### MINIMUM CHARGE

When construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

#### **ADJUSTMENT FOR FUEL COSTS**

Fuel costs of \$.01821 per Kwhr. are included in the monthly lamp charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

#### STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00152 per Kwhr. for accumulation of a storm damage reserve.

#### SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

#### **PAYMENT TERMS**

All bills are net and payable when rendered.

#### **TERM OF CONTRACT**

Contracts under this rate shall be written for a period of not less than ten (10) years. The Company reserves the right to remove its facilities when subject to vandalism or for other cogent reasons.

## **SPECIAL PROVISIONS**

The Company will furnish, erect, operate and maintain all necessary equipment in accordance with its standard specifications. Standard service for post top decorative lamps requiring underground wiring shall include one hundred twenty five feet of service conductor, all necessary trenching and back-filling in normal, unimproved soil at a cost of \$3.10 per foot. Non-standard equipment or installation in extraordinary conditions such as, but not limited to, landscaped areas, paved areas, or extremely rocky or wet soil will require the customer to pay the difference in cost between such non-standard equipment and/or extraordinary conditions and the standard service installed under normal conditions or pay to the Company its normal monthly facility charge based on such difference in costs.

## **GENERAL TERMS AND CONDITIONS**

The Company's General Terms and Conditions are incorporated by reference and a part of this rate schedule. Service hereunder is subject to Rules and Regulations for Electric Service of the Public Service Commission of South Carolina.

GENERAL SERVICE CONCURRENT DEMAND TIME-OF-USE

(Page 1 of 2)

#### **AVAILABILITY**

This rate is available at the Company's discretion, to a maximum of 10 business entities using the Company's standard electric service. Each business entity shall be comprised of at least 2 non-contiguous premises having a total combined contract demand of at least 1,000 KVA. in addition, each premises shall have a minimum contract demand of 50 KVA. A business entity is defined as a single corporation, partnership, or individual owner. This rate is not available for individual franchise units of a business, nor for subsidiaries operating as a separate corporation or partnership. The individual premises which comprise the business entity should possess similar characteristics and/or load patterns common to the industry in which the entity does business. This schedule is not available to entities which form an association or similar organization solely in an attempt to qualify for service under this rate. The Company reserves the right to make a final determination on what constitutes a business entity as well as the premises making up that entity. This rate is not available for residential customers or resale service.

Service under this rate schedule is dependent on the Company procuring and installing necessary metering equipment and may not be available to premises where multiple delivery points on contiguous properties are not currently combined under contract.

#### **CHARACTER OF SERVICE**

Alternating Current, 60 hertz, three phase metering at the delivery voltage which shall be standard to the Company's operation.

**Diversity Charge** 

1. All Off-Peak Kwhrs. @

#### **RATE PER MONTH**

AC1 - AC2

I. The Diversity Charge will be computed utilizing actual data or modeled using available sample data from similar entities. Once actual data is available for a twelve month period, the Diversity Charge will be reviewed and may be adjusted. The Diversity charge will not be less than zero. The Diversity Charge will be computed according to the following formula:

Where AC1 = Annual Cost Under Current Rate(s)

AC2 = Annual Cost Projected Under Conc	urrent	t Rate	
II. Basic Facilities Charge:	\$13	5.00	per Premises
III. Demand Charge:			
A. Concurrent On-Peak Billing Demand			
1. Summer Months of June-September @	\$	18.46	per KVA
2. Non-Summer Months of October-May @	\$	12.25	per KVA
B. Concurrent Off-Peak Billing Demand			
All Off-Peak Billing Demand @	\$	3.44	per KVA
IV. Energy Charge:			
A. On-Peak Kwhrs.			
1. Summer Months of June-September @	\$0	.04985	per Kwhr.
2. Non-Summer Months of October-May @ \$0.03284		per Kwhr.	
B. Off-Peak Kwhrs.			

#### **BILLING DEMAND**

\$0.02504 per Kwhr.

The concurrent billing demand for the entity will be the maximum integrated 15 minute concurrent demand which may be on a rolling time interval for all the premises' metering points during the calendar month.

For the summer months, the concurrent on-peak billing demand shall be the maximum integrated fifteen minute concurrent demand measured during the on-peak hours of the current month.

For the non-summer months, the concurrent on-peak billing demand will be the greater of: (1) the maximum integrated fifteen minute concurrent demand measured during the on-peak hours of the current month, or (2) eighty percent (80%) of the maximum integrated concurrent demand occurring during the on-peak hours of the preceding months.

The concurrent off-peak billing demand shall be the greatest of the following positive differences: (1) the maximum integrated fifteen minute concurrent demand measured during the off-peak hours minus the on-peak billing demand, (2) the contract demand minus the on-peak billing demand, or (3) 50 KVA per premises minus the on-peak billing demand.

GENERAL SERVICE CONCURRENT DEMAND TIME-OF-USE (Page 2 of 2)

#### **DETERMINATION OF ON-PEAK AND OFF PEAK HOURS**

#### A. On-Peak Hours During Summer Months:

June-September:

The on-peak summer hours are defined as the hours between 1:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.\*

#### **B. On-Peak Hours During Non-Summer Months:**

May and October:

The on-peak non-summer hours are defined as the hours between 1:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.\*

November-April:

The peak non-summer hours are defined as the hours between 6:00 a.m.-12:00 noon and 5:00p.m.-9:00 p.m., Monday-Friday, excluding holidays.\*

#### C. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified above as on-peak hours.

\*Holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

#### ADDITION OR REMOVAL OF A PREMISES

An additional premises may be added subsequent to the initial five (5) year contract without an increase in the diversity charge if the entity extends the existing concurrent contract so that the term extends five (5) years after the addition of the new premises. A premises existing at the time that the entity initially elects to take service under this rate schedule may be added without an extension in the concurrent contract term; however, there will be an increase in the diversity charge as each pre-existing premises is added. If an entity wants to terminate service to a premises under this rate schedule and the same time does not add another premises which includes an extension of the contract term, the Company will determine the appropriate termination charge. Alternatively, if the entity adds an additional premises and prefers not to extend the contract term, the diversity charge will increase accordingly and the entity agrees to reimburse the Company for the total cost of connection to the Company's system if service to the new premises is terminated within five (5) years of the service date.

#### ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.01821 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

#### STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00022 per Kwhr. for accumulation of a storm damage reserve.

## **BILLING AND PAYMENT TERMS**

Bills will be calculated on a monthly basis. Each premises will receive an individual information bill and the entity will receive a combined bill summarizing all of the premises. All payments, as well as any credit and collection activities, will be at the entity level. All bills are net and payable when rendered.

#### **SALES AND FRANCHISE TAX**

For each premises served under this rate, any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body, will be added to the monthly bill..

## **METERING**

Service under this rate will be provided only after the Company procures and installs at each premises metering which has interval data capabilities to allow for the aggregation of demand for each 15 minute interval in the billing period. Each entity may be required to contribute to the cost of metering installed by the Company to qualify for service under this rate. In addition, the entity must provide a dedicated phone line at each metering point.

#### **TERM OF CONTRACT**

The contract terms will depend on the conditions of service above. No contract shall be written for a period of less than five (5) years. A master contract shall be written to include all premises amended as premises are added or deleted.

## SPECIAL PROVISIONS

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

## **GENERAL TERMS AND CONDITIONS**

# **MEDIUM GENERAL SERVICE**

#### **AVAILABILITY**

This rate is available to any non-residential customer using the Company's standard service for power and light requirements and having a contract demand of 75 KVA or over. It is not available for resale service.

#### **CHARACTER OF SERVICE**

Alternating Current, 60 hertz, three phase, metering at the delivery voltage which shall be standard to the Company's operation.

#### **RATE PER MONTH**

# **Demand Charge:**

First 75 KVA of Billing Demand	\$ 1,	145.25	
Excess over 75 KVA of Billing Demand @	\$	13.67	per KVA

The billing demand (to the nearest whole KVA) shall be the greatest of: (1) the maximum integrated fifteen minute demand measured (which may be on a rolling time interval) during the current month; or (2) eighty percent (80%) of the highest demand occurring during the billing months June through September in the eleven preceding months; or (3) sixty percent (60%) of the highest demand occurring during the billing months of October through May in the eleven preceding months; or (4) the contract demand; or (5) 75 KVA.

# Plus Energy Charge:

First 75,000 \$ 0.02774 per Kwhr. Excess over 75,000 \$ 0.02607 per Kwhr.

#### MINIMUM CHARGE

The monthly minimum charge is the demand as determined above. The Company may allow a buildup period not to exceed six months for new and expanding accounts during which time the contract demand and/or the minimum demand specified in the rate schedule may be waived. The Company shall not commit itself to a buildup period exceeding six months without prior approval of the Commission for the specific account involved.

#### **ADJUSTMENT FOR FUEL COSTS**

Fuel costs of \$.01821 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

# STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00022 per Kwhr. for accumulation of a storm damage reserve.

# **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body

#### **PAYMENT TERMS**

All bills are net and payable when rendered.

# SPECIAL PROVISIONS

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

# **TERM OF CONTRACT**

The contract terms will depend on the conditions of service. No contract shall be written for a period of less than five (5) years. A separate contract shall be written for each meter.

### **GENERAL TERMS AND CONDITIONS**

#### **RIDER TO RATES 20 AND 23**

SERVICE FOR COOL
THERMAL STORAGE

#### **AVAILABILITY**

This rider is available to customers served under Rate Schedules 20 and 23 for thermal storage during billing months June through September. Service under this rider shall be available at customer's request and with Company Certification of customer's installed thermal storage system. The qualifying thermal storage unit must be capable of removing at least thirty percent (30%) of the customer's actual or expected load during the on-peak hours. The provisions of Rate Schedules 20 and 23 are modified only as shown herein.

#### **DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS**

#### A. On-Peak Hours:

The on-peak hours during June through September are defined as the hours between 1:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.\*

#### B. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified as on-peak hours.

\*Holidays are: Independence Day and Labor Day.

#### **BILLING DEMAND DETERMINATION**

#### **Billing Months June Through September**

The on-peak billing demand (to the nearest whole number) shall be the greatest of the following and shall be billed on the Applicable Rate Demand charge:

- (1) The maximum, integrated fifteen minute demand measured (which may be on a rolling time interval) during the hours of 1:00 p.m. to 9:00 p.m., Monday-Friday;
- (2) 90% of the demand registered during these hours for the previous June through September billing period, if service was supplied under this rider. If customer is receiving initial service under this rider, the ratchet during the June through September billing period will be waived.
- (3) The contract demand.
- (4) Applicable Rate Minimum.

# **Billing Months October Through May**

The billing demand (to the nearest whole number) shall be the greatest of the following and shall be billed on the Applicable Rate Demand charge:

- (1) The maximum, integrated fifteen minute demand measured (which may be on a rolling time interval).
- (2) 60% of the highest demand occurring during the preceding October through May billing period.
- (3) The contract demand.
- (4) Applicable Rate Minimum.

# **EXCESS BILLING DEMAND**

# **Billing Months June Through September**

The excess billing demand shall be the positive difference between the maximum integrated fifteen minute demand measured during offpeak hours minus the on-peak billing demand.

# **RATES PER MONTH**

Excess Billing Demand Applicable to Rate 20	\$ 3.85 per KVA
Excess Billing Demand Applicable to Rate 23	\$ 3.85 per KW

# SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

#### **TERM OF CONTRACT**

The contract terms will depend on the conditions of service. No contract shall be written for a period less than five (5) years. A separate contract shall be written for each meter at each location.

# **GENERAL TERMS AND CONDITIONS**

GENERAL SERVICE TIME-OF-USE-DEMAND

(Page 1 of 2)

#### **AVAILABILITY**

This rate is available to any customer using the Company's standard service for power and light requirements and having a contract demand of 50 KVA and a maximum demand of less than 1,000 KVA. It is not available for resale service.

#### **CHARACTER OF SERVICE**

Alternating current, 60 hertz, three phase, metering at the delivery voltage which shall be standard to the Company's operation.

#### RATE PER MONTH

I. Basic Facilities Charge:		\$135.00	_
II. Demand Charge:			
A. On-Peak Billing Demand:			
1. Summer Months of June	e-September @	\$18.46	per KVA
2. Non-Summer Months of	October-May @	\$12.25	per KVA
B. Off-Peak Billing Demand			
1. All Off-Peak Billing Dema	and @	\$3.44	per KVA
III. Energy Charge:			
A. On-Peak Kwhrs.			
1. Summer Months of June	-September @	\$0.04985	_per Kwhr.
2. Non-Summer Months of	October-May @	\$0.03284	_per Kwhr.
B. Off-Peak Kwhrs.			
1. All Off-Peak Kwhrs. @		\$0.02504	_per Kwhr.

#### **BILLING DEMAND**

The billing demands will be rounded to the nearest whole KVA. The maximum integrated fifteen minute demand for any period may be recorded on a rolling time interval

For the summer months, the on-peak billing demand shall be the maximum integrated fifteen minute demand measured during the on-peak hours of the current month

For the non-summer months, the on-peak billing demand will be the greater of: (1) the maximum integrated fifteen minute demand measured during the on-peak hours of the current month, or (2) eighty percent (80%) of the maximum integrated demand occurring during the on-peak hours of the preceding summer months.

The off-peak billing demand shall be the greatest of the following positive differences: (1) the maximum integrated fifteen minute demand measured during the off-peak hours minus the on-peak billing demand, (2) the contract demand minus the on-peak billing demand or (3) 50 KVA minus the on-peak billing demand.

# **DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS**

# A. On-Peak Hours During Summer Months:

June-September:

The on-peak summer hours are defined as the hours between 1:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.\*

#### **B. On-Peak Hours During Non-Summer Months:**

May and October:

The on-peak non-summer hours are defined as the hours between 1:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.\*

The on-peak non-summer hours are defined as these hours between 6:00 a.m.-12:00 noon and 5:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.\*

#### C. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified as on-peak hours.

\*Holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

GENERAL SERVICE TIME-OF-USE-DEMAND (Page 2 of 2)

# **ADJUSTMENT FOR FUEL COSTS**

Fuel cost of \$.01821 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

#### STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00022 per Kwhr. for accumulation of a storm damage reserve.

#### **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

#### **PAYMENT TERMS**

All bills are net and payable when rendered.

# **SPECIAL PROVISIONS**

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

# **TERM OF CONTRACT**

The contract terms will depend on the conditions of service. No contract shall be written for a period less than five (5) years. A separate contract shall be written for each meter at each location.

#### **GENERAL TERMS AND CONDITIONS**

# RATE 21A

# Experimental Program-General Service Time-Of-Use-Demand

(Page 1 of 2)

#### **AVAILABILITY**

This rate is available on a voluntary "first come, first serve" basis to the first 250 Rate 20 customer accounts and any Rate 21 customer account that qualify under the provisions of the stipulation approved by the South Carolina Public Service Commission in Docket #2002-223-E order No. 2003-38 dated January 31, 2003. This rate will be closed after the initial participant group is established, except there will be 25 additional customer accounts that will be allowed to participate on a "first come first serve' basis for new facilities constructed by customers in the initial participant group and as provided for in the stipulation as referenced above. The stipulation referenced above shall provide guidance as to any issue regarding availability on this rate. It is not available for resale service.

#### **CHARACTER OF SERVICE**

Alternating current, 60 hertz, three phase, metering at the delivery voltage which shall be standard to the Company's operation.

#### RATE PER MONTH

I. Basic Facilities Charge:	\$135.00	_
II. Demand Charge:		
A. On-Peak Billing Demand:		
1. Summer Months of June-September @	\$17.34	per KVA
2. Non-Summer Months of October-May @	\$10.69	per KVA
B. Off-Peak Billing Demand		
1. All Off-Peak Billing Demand @	\$3.44	per KVA
III. Energy Charge:		
A. On-Peak Kwhrs.		
1. Summer Months of June-September @	\$0.04499	_per Kwhr.
2. Non-Summer Months of October-May @	\$0.02988	_per Kwhr.
B. Off-Peak Kwhrs.		
1. All Off-Peak Kwhrs. @	\$0.02282	_per Kwhr.

#### **BILLING DEMAND**

The billing demands will be rounded to the nearest whole KVA. The maximum integrated fifteen minute demand for any period may be recorded on a rolling time interval

For the summer months, the on-peak billing demand shall be the maximum integrated fifteen minute demand measured during the on-peak hours of the current month

For the non-summer months, the on-peak billing demand will be the greater of: (1) the maximum integrated fifteen minute demand measured during the on-peak hours of the current month, or (2) eighty percent (80%) of the maximum integrated demand occurring during the on-peak hours of the preceding summer months

The off-peak billing demand shall be the greatest of the following positive differences: (1) the maximum integrated fifteen minute demand measured during the off-peak hours minus the on-peak billing demand, (2) the contract demand minus the on-peak billing demand or (3) 50 KVA minus the on-peak billing demand.

### **DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS**

# A. On-Peak Hours During Summer Months:

June-September:

The on-peak summer hours are defined as the hours between 1:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.\*

#### B. On-Peak Hours During Non-Summer Months:

May and October:

The on-peak non-summer hours are defined as the hours between 1:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.\*

The on-peak non-summer hours are defined as these hours between 6:00 a.m.-12:00 noon and 5:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.\*

# C. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified as on-peak hours.

\*Holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

RATE 21A

Experimental Program-General Service
Time-Of-Use-Demand
(Page 2 of 2)

#### ADJUSTMENT FOR FUEL COSTS

Fuel cost of \$.01821 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

# STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00022 per Kwhr. for accumulation of a storm damage reserve.

#### **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

# **PAYMENT TERMS**

All bills are net and payable when rendered.

#### **SPECIAL PROVISIONS**

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

# **TERM OF CONTRACT**

The contract terms will depend on the conditions of service. The contract for this experimental program shall be written for a period of 48 months as provided for in the stipulation approved by the South Carolina Public service Commission in docket No. 2002-223-E, order No. 2003-38 dated July 31, 2003. A separate contract shall be written for each meter at each location.

# **GENERAL TERMS AND CONDITIONS**

RATE 22 (S) SCHOOL SERVICE

#### **AVAILABILITY**

This rate is available to customers using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system for general light and/or power service to schools. It is not available for resale service. It is only available to recognized non-boarding schools with up through grade twelve.

#### **CHARACTER OF SERVICE**

Alternating Current, 60 hertz. Voltage and phase at the option of the Company.

#### **RATE PER MONTH**

Basic Facilities Charge:		\$	9.80
Plus Energy Charge:			
First	50,000 Kwhrs.@	\$ 0.	07266 per Kwhr.
Excess over	50 000 Kwhrs @	\$ 0	08281 per Kwhr

#### MINIMUM CHARGE

The monthly minimum charge shall be the basic facilities charge as stated above, provided however, when construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

#### ADJUSTMENT FOR FUEL COST

Fuel cost of \$.01821 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

#### STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00038 per Kwhr. for accumulation of a storm damage reserve.

# **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

#### **PAYMENT TERMS**

All bills are net and payable when rendered.

#### **SPECIAL PROVISIONS**

The Company will furnish service in accordance with its standard specifications. Under no conditions will the Company allow the service to be resold to or shared with others. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

When a school offers activities that, in the sole opinion of the Company, are of a commercial nature such as day care, camps or recreational activities, the Company may require that the account be served under the appropriate general service rate.

# **TERM OF CONTRACT**

Contracts shall be written for a period of not less than five (5) years. A separate contract shall be written for each meter at each location.

# **GENERAL TERMS AND CONDITIONS**

# **INDUSTRIAL POWER SERVICE**

#### **AVAILABILITY**

This rate is available to any customer classified in the major industrial group of manufacturing with 20-39 as the first two digits of the Standard Industrial Classification using the Company's standard service for power and light requirements and having a contract demand of 1,000 KW or over. It is not available for resale service.

#### **CHARACTER OF SERVICE**

Alternating Current, 60 hertz, three phase, metering at the delivery voltage which shall be standard to the Company's operation.

#### **RATE PER MONTH**

# **Demand Charge:**

First 1,000 KW of Billing Demand	\$ 12,610.00	
Excess over 1,000 KW of Billing Demand @	\$ 11.41	per KW.

The billing demand (to the nearest whole KW) shall be the greatest of: (1) the maximum integrated fifteen minute demand measured (which may be on a rolling time interval) during the current month; or (2) eighty percent (80%) of the highest demand occurring during the billing months of June through September in the eleven preceding months; or (3) sixty (60%) of the highest demand occurring during the billing months of October through May in the eleven preceding months; or (4) the contract demand; or (5) 1,000 KW.

The customer shall maintain a power factor of as near unity as practicable. If the power factor of the customer's installation falls below 85%, the Company will adjust the billing demand to a basis of 85% power factor.

#### Plus Energy Charge:

All Kwhrs. @ \$ 0.02567 per Kwhr.

#### DISCOUNT

A discount of \$0.60 per KW of billing demand will be allowed when the service is supplied at a delivery voltage of 46,000 volts or higher.

#### MINIMUM CHARGE

The monthly minimum charge is the demand as determined above. The Company may allow a buildup period not to exceed six months for new and expanding accounts during which time the contract demand and/or the minimum demand specified in the rate schedule may be waived. The Company shall not commit itself to a buildup period exceeding six months without prior approval of the Commission for the specific account involved.

# **ADJUSTMENT FOR FUEL COSTS**

Fuel cost of \$.01821 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina

# STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00008 per Kwhr. for accumulation of a storm damage reserve.

#### **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

#### **PAYMENT TERMS**

All bills are net and payable when rendered.

# **SPECIAL PROVISIONS**

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

# TERM OF CONTRACT

The contract terms will depend on the conditions of service. No contract shall be written for a period less than five (5) years. A separate contract shall be written for each meter at each location.

# **GENERAL TERMS AND CONDITIONS**

# RIDER TO RATES 23 AND 24

INTERRUPTIBLE SERVICE (Page 1 of 2)

#### **AVAILABILITY**

This schedule is available to any customer receiving concurrent service from the Company on Rate Schedules 23 or 24. The rider is limited to those customers that can contract for 1,000 KW or interruptive demand or greater during the months of June through September. The following provisions apply in addition to those stated in customer's firm rate schedule and current contract. New contracts will not be accepted under this program if the total contracted interruptible load for all customers equals or exceeds 100,000 KW. It is not available for resale service.

#### **DEFINITIONS**

Firm Demand Level: The Firm Demand Level (FDL) shall be the KW of demand specified in Interruptible Service Contract to which

customer shall reduce his requirement at the time specified by the Company.

Interruptible Demand: Interruptible Demands (ID) shall be the positive difference between the KW of demand determined from the

Company's metering facilities during each on-peak 15-minute interval in the current billing month less the Firm Demand Level (FDL). On-peak periods shall coincide with the exposure hours listed below.

**Exposure Period:** The Exposure Period is that period of time within the month during which the Company may curtail all of the

customer's load in excess of Firm Demand Level (FDL). The Exposure Period shall be as follows:

Billing Month	Exposure Hours	Available Days	Exclusions
November - April	6:00 a.m 12:00 p.m.	Monday - Friday	excluding holidays *
May - October	1:00 p.m 9:00 p.m.	Monday - Friday	excluding holidays *

\*Holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

In case of a system emergency, firm service will have priority over interruptible service even if maximum curtailable hours have been exhausted

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Curtailment Period:

The Curtailment Period is the period which the customer shall reduce KW demand to the Firm Demand Level (FDL). It shall begin and end at the times specified by the Company at the time of Curtailment Notification. In some cases, the Curtailment Period may be shortened by the Company due to system load or generation changes. In any case, the number of curtailed hours credited toward the annual maximum shall be the number

of Curtailment Period hours initially requested by the Company at the time of Curtailment Notification.

Curtailment Notification: The Company will notify the customer of curtailments with as much advance notice as possible. Notification is

currently made by telephone. The customer must provide the Company with telephone numbers that are staffed 24 hours per day. Minimum Curtailment Notification is four (4) hours to an interruption, except during a system

emergency when ten (10) minutes notice will be given, if possible.

Penalty Demand: The Penalty Demand is maximum 15 minutes integrated demand in excess of Firm Demand Level (FDL)

recorded by the customer during a Curtailment Period.

# MONTHLY RATE

The rate per month shall be that stated on the Industrial Power Service Rate 23 or Large General Service Time-Of-Use Rate 24 schedules for the billing demand and the kilowatt-hours during the current billing month. The interruptible demand shall be reduced by the Demand Credit per KW stated for the option selected below:

Option	Maximum Annual Curtailment Hours	nnual Curtailment Hours Interruptible Demand Credit-per KW		
Α	150	\$2.75		
С	300	\$4.50		

#### PENALTY AND PENALTY CHARGE COMPUTATION

The Company reserves the right to discontinue service to a customer if the customer fails to interrupt as requested. Failure to interrupt as requested will result in the following penalties in addition to the charges set forth in this rider:

- \* If the customer fails to interrupt when requested, all KW above Firm Demand Level (FDL) will be billed at the firm demand charge specified in the applicable firm rate schedule.
- \* If the customer fails to interrupt a second time within the same billing month, the rate per KW will be two (2) times the firm demand charge specified in the applicable firm rate schedule.
- \* If the customer fails to interrupt three (3) times during any twelve month period, the rider may be canceled and the customer billed all Interruptible Credits received for the preceding (12) months.
- \* After cancellation of the rider, the customer may not reapply for Interruptible Service for three (3) years.

# **RIDER TO RATES 23 AND 24**

INTERRUPTIBLE SERVICE (Page 2 of 2)

#### INTERRUPTION OF SERVICE

The customer agrees that curtailment under this Interruptible Rider shall be at the Company's sole discretion. The Company reserves the right to test customer's ability to reduce load to Firm Demand Level (FDL) providing the Company has not requested a Curtailment during the previous twelve months. The customer agrees to prepare a formal, written Curtailment Plan prior to taking service under this schedule. Company shall provide customer with an outline of information required within this Plan. Customer shall file a copy of the current plan with the Company.

# **SPECIAL PROVISIONS**

The Company shall furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference between non-standard and standard service or pays to the Company its normal monthly facility charge based on such difference in costs. The Company will require the customer to install, at customer's expense, a dedicated telephone line or other electronic means to receive notification from the Company. Company reserves the right to electronically record verbal conversations of the Notification of Curtailment.

### **TERM OF CONTRACT**

The contract terms will depend on the conditions of service.	The customer	must have a continu	ous five y	year contract	with a three	year r	notice of
notification.							

Effective for Bills Rendered On And After The First Billing Cycle Of January 1997

LARGE GENERAL SERVICE TIME-OF-USE (Page 1 of 2)

#### **AVAILABILITY**

This rate is available to any customer using the Company's standard service for power and light requirements and having a contract demand of 1,000 KW or over. It is not available for resale service.

#### **CHARACTER OF SERVICE**

Alternating Current, 60 hertz, three phase, metering at the delivery voltage which shall be standard to the Company's operation.

# **RATE PER MONTH**

I. Basic Facilities Charge:	\$ 1,200.00	_
II. Demand Charge:		
A. On-Peak Billing Demand		
Summer Months of June-September @	\$ 14.39	per KW
2. Non-Summer Months of October-May @	\$ 10.10	per KW
B. Off-Peak Billing Demand		
1. All Off-Peak Billing Demand @	\$ 4.34	_per KW
III. Energy Charge:		
A. On-Peak Kwhrs.		
1. Summer Months of June-September @	\$ \$0.04450	per Kwhr.
2. Non-Summer Months of October-May @	\$ \$0.02994	per Kwhr.
B. Off-Peak Kwhrs.		
1. All Off-Peak Kwhrs. @	\$ \$0.02275	per Kwhr.

#### **BILLING DEMAND**

The billing demands will be rounded to the nearest whole KW. If the power factor of the customer's current month maximum integrated fifteen minute KW demand for the on-peak and off-peak time periods are less than 85%, then the Company will adjust same to 85%. The maximum integrated fifteen minute demand for any period may be recorded on a rolling time interval.

For the summer months, the on-peak billing demand shall be the maximum integrated fifteen minute demand measured during the on-peak hours of the current month.

For the non-summer months, the on-peak billing demand will be the greater of: (1) the maximum integrated fifteen minute demand measured during the on-peak hours of the current month, or (2) eighty percent (80%) of the maximum integrated demand occurring during the on-peak hours of the preceding summer months.

The off-peak billing demand shall be the greatest of the following positive differences: (1) the maximum integrated fifteen minute demand measured during the off-peak hours minus the on-peak billing demand, or (2) the contract demand minus the on-peak billing demand, or (3) 1,000 KW minus the on-peak billing demand.

# DISCOUNT

A discount of \$0.60 per KW of on-peak and off-peak billing demand will be allowed when the service is supplied at a delivery voltage of 46,000 volts or higher.

# **DETERMINATION OF ON-PEAK HOURS**

#### A. On-Peak Hours During Summer Months:

June-September:

The on-peak summer hours are defined as the hours between 1:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.\*

#### B. On-Peak Hours During Non-Summer Months:

May and October:

The on-peak non-summer hours are defined as the hours between 1:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.\*

November-April:

The on-peak non-summer hours are defined as those hours between 6:00 a.m.-12:00 noon and 5:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.\*

#### C. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified as on-peak hours.

\*Holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

LARGE GENERAL SERVICE TIME-OF-USE (Page 2 of 2)

#### MINIMUM CHARGE

The monthly minimum charge is the demand as determined above. The Company may allow a buildup period not to exceed six months for new and expanding accounts during which time the contract demand and/or the minimum demand specified in the rate schedule may be waived. The Company shall not commit itself to a buildup period exceeding six months without prior approval of the Commission for the specific account involved.

# **ADJUSTMENT FOR FUEL COSTS**

Fuel costs of \$.01821 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

#### STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00008 per Kwhr. for accumulation of a storm damage reserve.

#### **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

#### **PAYMENT TERMS**

All bills are net and payable when rendered.

#### **SPECIAL PROVISIONS**

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

# TERM OF CONTRACT

The contract terms will depend on the conditions of service. No contract shall be written for a period of less than five (5) years. A separate contract shall be written for each meter at each location.

#### **GENERAL TERMS AND CONDITIONS**

# OVERHEAD FLOODLIGHTING

#### **AVAILABILITY**

This rate is available to customers using the Company's electric service for Overhead Floodlighting.

#### RATE

All night floodlighting service where fixtures are mounted on Company's standard wooden poles which are part of Company's distribution system will be charged for at the following rates:

	Lamp Charges	Kwhrs.
SIZE AND DESCRIPTION	per Month	per Month
20,000 Lumens (Mercury) (400W)	\$ 16.52	159
40,000 Lumens (Metal Halide) (400W)	\$ 23.33	167
50,000 Lumens (HPS) (400W)	\$ 18.07	164
55,000 Lumens (Mercury) (1,000W)	\$ 26.52	379
110,000 Lumens (Metal Halide) (1000W)	\$ 39.95	385
140.000 Lumens (HPS) (1.000W) Flood	\$ 32.34	394

#### The following fixtures are available for new installations only to maintain pattern sensitive areas:

45,000 Lumens (HPS) (360W) - Retrofit	\$ 17.10	144
130,000 Lumens (HPS) (940W) - Retrofit	\$ 32.25	370

#### Cost per month for each additional pole:

(Fib	25' erglass)	30'	35'	40'	45'
\$	8.00	\$ 4.00	\$ 4.50	\$ 6.00	\$ 7.00

#### **MINIMUM CHARGE**

When construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

#### **ADJUSTMENT FOR FUEL COSTS**

Fuel costs of \$.01821 per Kwhr. are included in the monthly lamp charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

#### STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00152 per Kwhr. for accumulation of a storm damage reserve.

#### **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

#### **PAYMENT TERMS**

All bills are net and payable when rendered.

# **TERM OF CONTRACT**

The initial term of this contract shall be for a period of five (5) years and, thereafter, for like periods until terminated by either party on thirty days' written notice, but the Company may require a contract of initial term up to ten (10) years and may require an advance deposit not to exceed one half of the estimated revenue for the term of the initial contract. The Company reserves the right to remove its facilities when subject to vandalism or for other cogent reasons.

# SPECIAL PROVISIONS

The Company will furnish, erect, operate and maintain all necessary equipment in accordance with its standard specifications. It is the customer's responsibility to notify the Company when equipment fails to operate properly. Non-standard service requiring underground, special fixtures and/or poles will be furnished only when the customer pays the difference in costs between such non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

### **GENERAL TERMS AND CONDITIONS**

# RATE 26 OVERHEAD PRIVATE STREET LIGHTING

#### **AVAILABILITY**

This rate is available to customers using the Company's electric service for overhead street lighting.

# RATE

All night street lighting service where fixtures are mounted on Company's existing standard wooden poles which are a part of Company's distribution system will be charged for at the following rates:

				Lamp Charges	Kwhrs.
		5	SIZE AND DESCRIPTION	per Month	per Month
Γ	7,500	Lumens	(Mercury) (175W) Open Type	\$ 7.17	72
	15,000	Lumens	(HPS) (150W) Open Type	\$ 7.20	63
	20,000	Lumens	(Mercury) (400W) Closed Type	\$ 14.64	159
Γ	50,000	Lumens	(HPS) (400W) Closed Type	\$ 15.95	164
	50,000	Lumens	(HPS) (400W) Shoebox Type	\$ 17.03	164

#### The following fixtures are available for new installations only to maintain pattern sensitive areas:

9,500	Lumens	(HPS) (100W) Open Type	\$ 8.11	45
9,500	Lumens	(HPS) (100W) Closed Type	\$ 8.96	45
10,000	Lumens	(Mercury) (250W) Open Type	\$ 11.87	92
15,000	Lumens	(HPS) (150W) Open Type - Retrofit	\$ 8.15	63
27,500	Lumens	(HPS) (250W) Closed Type	\$ 14.31	106
45,000	Lumens	(HPS) (360W) Closed Type - Retrofit	\$ 15.85	144
45,000	Lumens	(HPS) (360W) Shoebox Type - Retrofit	\$ 17.00	144

#### Cost per month for each additional pole:

	25'	30'	35'	40'	45'
(Fibe	erglass)				
\$	8.00	\$ 4.00	\$ 4.50	\$ 6.00	\$ 7.00

# **MINIMUM CHARGE**

When construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

#### ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.01821 per Kwhr. are included in the monthly lamp charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

# STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00152 per Kwhr. for accumulation of a storm damage reserve.

#### **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

#### **PAYMENT TERMS**

All bills are net and payable when rendered.

#### **TERM OF CONTRACT**

The initial term of this contract shall be for a period of five (5) years and, thereafter, for like periods until terminated by either party on thirty days' written notice, but the Company may require a contract of initial term up to ten (10) years and may require an advance deposit not to exceed one half of the estimated revenue for the term of the initial contract. The Company reserves the right to remove its facilities when subject to vandalism or for other cogent reasons.

### **SPECIAL PROVISIONS**

The Company will furnish, erect, operate and maintain all necessary equipment in accordance with its standard specifications. It is the customer's responsibility to notify the Company when equipment fails to operate properly. Non-standard service requiring underground, special fixtures and/or poles will be furnished only when the customer pays the difference in costs between such non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

#### **GENERAL TERMS AND CONDITIONS**

(Page 1 of 2)

# RESIDENTIAL SUBDIVISION STREET LIGHTING

#### **AVAILABILITY**

Available to residential subdivisions located on the Company's distribution system. Residents of established subdivisions must first execute a street lighting agreement with the Company. This rate schedule is not available for lighting parking lots, shopping centers, other public or commercial areas nor the streets of an incorporated municipality.

#### RATE

All night street lighting service where fixtures are mounted on Company's existing standard wooden poles which are a part of Company's overhead distribution system will be charged for at the following rates:

The following amount will be added to each monthly bill rendered for residential electric service within the subdivision:

Bracket Moui	nted Lumin	<u>aries</u>			
			Lamp	Charges	3
Open Type G	lobe - 1 lig	ht per 8 customers or fraction thereof	per	Month	
7,500	Lumens	(Mercury) (175W)	\$	1.65	per customer
15,000	Lumens	(HPS) (150W) - Retrofit	\$	1.77	per customer

The following mercury vapor fixtures are available for new installations only to maintain pattern sensitive areas:

Open Type Globe - 1 light per 4 customers or fraction thereof							
7,500 Lumens (Mercury) (175W)	\$	3.29	per customer				
Open Type Globe - 1 light per 3 customers or fraction thereof							
7,500 Lumens (Mercury) (175W)	\$	4.39	per customer				
Open Type Globe - 1 light per 2 customers or fraction thereof							
7,500 Lumens (Mercury) (175W)	\$	6.59	per customer				

All night street lighting service in subdivisions being served from Company's underground distribution system:

The following amount will be added to each monthly bill rendered for residential electric service within the subdivision:

Post-Top Mounted Luminaries  1 light per 6 customers or fraction thereof	Lamp	ditional Charges Month	Lamp	odern Charges Month	Lamp	assic Charges Month
7,500 Lumens (Mercury) (175W)	\$	3.20	\$	3.20	\$	3.53
15,000 Lumens (HPS) (150W) - Retrofi	it \$	3.36	\$	3.36	\$	3.69
1 light per 4 customers or fraction thereof						
7,500 Lumens (Mercury) (175W)	\$	4.79	\$	4.79	\$	5.29
15,000 Lumens (HPS) (150W) - Retrof	it \$	5.04	\$	5.04	\$	5.54

The following fixture is available for new installations only to maintain pattern sensitive areas:

1 light per 6 customers of	r fraction thereof		
9,500 Lumens	(HPS) (100W) - Traditional	\$ 3.02	per customer

#### MINIMUM CHARGE

When construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

# **ADJUSTMENT FOR FUEL COSTS**

Fuel costs of \$.01821 per Kwhr. are included in the monthly lamp charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

# STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00152 per Kwhr. for accumulation of a storm damage reserve.

#### **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

# **PAYMENT TERMS**

All bills are net and payable when rendered.

(Page 2 of 2)

#### RESIDENTIAL SUBDIVISION STREET LIGHTING

#### **TERM OF CONTRACT**

The initial term of this contract shall be for a period of five (5) years and, thereafter, for like periods until terminated by either party on thirty days' written notice, but the Company may require a contract of initial term up to ten (10) years and may require an advance deposit not to exceed one half of the estimated revenue for the term of the initial contract. The Company reserves the right to remove its facilities when subject to vandalism or for other cogent reasons.

#### **SPECIAL PROVISIONS**

The Company will furnish, erect, operate and maintain all necessary equipment in accordance with its standard specifications. It is the customer's responsibility to notify the Company when equipment fails to operate properly. Non-standard service requiring underground, special fixtures and/or poles will be furnished only when the customer pays the difference in costs between such non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

# **GENERAL TERMS AND CONDITIONS**

The Company's General Terms and Conditions are incorporated by reference and a part of this rate sched	The (	Company's	General	Terms and	Conditions	are incor	porated by	reference	and a	part of	this r	ate sched	lule
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Effective for bills rendered on and after the first billing cycle of May 2004

# Rider to Residential Subdivision Street Lighting

# **AVAILABILITY**

This rider is available to and applicable to all residential accounts in the former town of James Island in Charleston County.

# RATE

All residential accounts will have the following charge added to regular current monthly electric bills;

	_	ng Charge month
Areas served by underground distribution Areas served by overhead distribution	\$ \$	2.58 0.96

# **ANNUAL ADJUSTMENT**

The lighting charge per month may be adjusted annually to reflect current lights installed, current customers, and the cumulative over/under collection of lighting costs.

Effective August 6, 1998

# SOUTH CAROLINA ELECTRIC & GAS COMPANY

# **ELECTRIC CONTRACTED RATES**

Name of Customer Rate

State Line Accounts\* 23

U. S. Department of Energy Savannah River Operations

Base Contract <u>Demand Charge:</u>

First 1,000 KW \$ 10,900 Excess over 1,000 KW \$ 9.70 per KW

**Energy Charge:** 

All KWhr. @ \$ 0.02567 per KWhr.

INTERNATIONAL PAPER

**Eastover Mills** 

Economy Power Rate Administrative Charges: \$ 1,200.00 per month

On-Peak Energy Charge:

Fuel cost of highest cost generation unit or purchased power (other than

cogeneration) plus \$ 0.00929 per KWhr.

Off-Peak Energy Charge:

Fuel cost of highest cost generation unit or purchased power (other than

<u>cogeneration</u>) plus \$ 0.00512 per KWhr. **Excess Demand Charge:** \$ 15.00 per KW

Standby Power Rate <u>Demand Charge:</u>

On-peak June-September\$ 0.30540per KW/DayOn-peak October-May\$ 0.16440per KW/DayOff-peak\$ 0.12300per KW/Day

**Energy Charge:** 

Same as that for Economy Power above

Excess Demand Charge: \$ 15.00 per KW

# **SOUTH CAROLINA ELECTRIC & GAS COMPANY**

# **ELECTRIC CONTRACTED RATES**

#### **INTERNATIONAL PAPER - continued**

**Maintenance Power Rate** 

Maintenance Power Rate	Demand Charge:	\$ 0.35540 per KW/Day
	Energy Charge:	\$ 0.02567 per Kwhr.
	Company Provided KVAR	\$ 0.14773 per KVAR
Foster Wheeler Charleston Resource Recovery Facility		
Standby Power Rate	Facility Charge:	\$ 1,200 per Month

Demand Charge:			
First 1325 hours of standby service	\$	5.13	per KW
Excess over 1325 hours of standby service	\$	11.41	per KW
Energy Charge:	_		
On-peak	\$ (	0.03176	per Kwhr.
Off-peak	\$ (	0.02567	per Kwhr.
Demand Charge:	\$	0.25880	per KW/Day
Energy Charge:	\$ (	0.02567	per Kwhr.

Contracted lighting, signal and roadway lighting, etc.

**Negotiated Contracts** 

Note:

- (1) Fuel costs of \$.01821 per KWhr are included in the Energy Charge and subject to adjustment by order of the Public service Commission of South Carolina.
- The Energy Charges above include a storm damage component of \$.00008 per KWhr for accumulation of a storm damage reserve except contracted lighting, including signal and roadway lighting, which is \$.00152 per KWhr.

<sup>\*</sup> After contractual (1925 and 1955) adjustments

#### **SOUTH CAROLINA ELECTRIC & GAS COMPANY**

#### **ADJUSTMENT FOR FUEL COSTS**

#### **APPLICABILITY**

This adjustment is applicable to and is part of the Utility's South Carolina retail electric rate schedules.

The Public Service Commission has determined that the costs of fuel in an amount to the nearest one-thousandth of a cent, as determined by the following formula, will be included in the base rates to the extent determined reasonable and proper by the Commission.

$$F = \frac{E}{S} + \frac{G}{S1}$$

#### Where:

- **F** = Fuel cost per kilowatt-hour included in base rate, rounded to the nearest one-thousandth of a cent.
- **E** = Total projected system fuel costs:
  - (A) Fuel consumed in the Utility's own plants and the Utility's share of fuel consumed in jointly owned or leased plants. The cost of fossil fuel shall include no items other than those listed in Account 151 of the Commission's Uniform System of Accounts for Public Utilities and Licensees plus SO2 emission allowances. The cost of nuclear fuel shall be that as shown in Account 518 excluding rental payments on leased nuclear fuel and except that, if Account 518 also contains any expense for fossil fuel which has already been included in the cost of fossil fuel, it shall be deducted from this account.

#### **PLUS**

(B) Purchased power fuel costs and applicable SO2 emission allowances such as those incurred in unit power and Limited Term power purchases where the fossil fuel costs and applicable SO2 emission allowances associated with energy purchased are identifiable and are identified in the billing statement.

# **PLUS**

(C) Interchange power fuel costs and applicable SO2 emission allowances such as Short Term, Economy and other where the energy is purchased on an economic dispatch basis.

Energy receipts that do not involve money payments such as diversity energy and payback of storage energy are not defined as purchased or interchange power relative to this fuel calculation.

#### **MINUS**

(D) The cost of fossil fuel and applicable SO2 emission allowances recovered through intersystem sales including the fuel costs and applicable SO2 emission allowances related to economy energy sales and other energy sold on an economic dispatch basis.

Energy deliveries that do not involve billing transactions such as diversity energy and payback of storage energy are not defined as sales relative to this fuel calculation.

- **S** = Projected system kilowatt-hour sales excluding any intersystem sales.
- **G** = Cumulative difference between jurisdictional fuel revenues billed and fuel expenses at the end of the month preceding the projected period utilized in E and S.
- **S1 =** Projected jurisdictional kilowatt-hour sales, for the period covered by the fuel costs included in E.

The appropriate revenue related tax factor is to be included in these calculations.

The fuel cost as determined by the Public Service Commission of South Carolina Order No. 2004 for the period May 2004 through April 2005 is 1.821 cents per kilowatt hour.

#### GENERAL TERMS AND CONDITIONS

#### I. GENERAL

#### A. FOREWORD

- In contemplation of the mutual protection of both South Carolina Electric & Gas Company and its Customers and for the purpose of rendering an impartial and more satisfactory service, the General Terms and Conditions of the Company are hereby set forth and filed with the Public Service Commission of South Carolina, which has jurisdiction over public utilities, so as to read as hereinafter set forth; the same being incorporated by reference in each contract or agreement for service.
- These Terms and Conditions are supplementary to the Rules and Regulations issued by the Public Service Commission of South Carolina covering the operation of electric utilities in the State of South Carolina.
- 3. These Terms and Conditions may be supplemented for specific Customers by contract.
- 4. South Carolina Electric & Gas Company is referred to herein as "Company", and the user or prospective user is referred to as "Customer". The Public Service Commission of South Carolina is referred to as "Commission".

#### B. Application

Provisions of these Terms and Conditions apply to all persons, partnerships, corporations or others designated as Customers who are lawfully receiving electric service from Company under the prescribed Rate Schedules or contracts filed with the Commission. Receipt of service shall constitute a contract between Customers and Company. No contract may be transferred without the written consent of the Company.

#### C. Term of Service

The rates prescribed by the Commission are based upon the supply of service to each individual Customer for a period of not less than one year, except as otherwise specifically provided under the terms of the particular Rate Schedule or contract covering such service.

#### D. Terms and Conditions

The Terms and Conditions contained herein are a part of every contract for service entered into by the Company and govern all classes of service where applicable unless specifically modified as a provision or provisions contained in a particular Rate Schedule or contract.

#### E. Selection of Appropriate Rate

Where two or more Rate Schedules are available, the Company will attempt to assist the Customer to a reasonable extent in determining which Schedule to select. The Company may allow a buildup period not to exceed six months for new and expanding accounts during which time the contract demand and/or minimum demand specified in the Rate Schedule may be waived. It is the responsibility of the Customer to select the Rate and the Company will not assume responsibility for the choice.

# F. Temporary Service

Temporary or seasonal service will be furnished under the appropriate General Service Rate Schedule to any Customer. Temporary service shall include all construction services having a life expectancy of one year or less. Payment is required in advance for the full cost of erecting and removing all lines, transformers, and other service facilities necessary for the supply of such service.

# G. Statements by Agents

No representative of the Company has authority to modify any Rule of the Commission, provisions of Rate Schedules or to bind the Company by any promise or representation contrary thereto.

#### II. DEFINITIONS

Except where the context otherwise indicates another or different meaning or intent, the following terms are intended and used and shall be construed to have meanings as follows:

- A. "Day" shall mean period of twenty-four (24) consecutive hours beginning at 12 o'clock Midnight Eastern Time or at such other hours as may be designated.
- B. "Month" or "Billing Month" shall mean the period between any two (2) regular readings of Company's meters which shall not be less than twenty-eight (28) days or more than thirty-four (34) days.
- C. "Year", unless otherwise designated, shall mean a period of 365 days commencing with the day of first delivery of electricity hereunder, and each 365 days thereafter except that in a year having a date of February 29, such year shall consist of 366 days.
- D. "Premises" shall mean home, apartment, dwelling unit, shop, factory, business location (including signs and water and sewage pumps), church, or other building or structure which shelters the Customer for his individual or collective occupancy where all services may be taken from a single connection.
- E. "Service Point" or "Point of Interconnection" shall mean the point at which Company's and Customer's conductors are connected.
- F. "Standard Service" means a single service per premises from one electrical source and from existing overhead facilities.

#### III. CONDITIONS OF SERVICE

#### A. GENERAL

The Customer shall consult with and furnish to the Company such information as the Company may require to determine the availability of the Company's Service at a particular location before proceeding with plans for any new or additional electric loads. No new or additional electric loads will be served if it is determined that such service will jeopardize service to existing Customers. Failure to give notice of additions or changes in load or location shall render the Customer liable for any damage to the meters or other apparatus and equipment of the Company, the Customer and/or other Customers caused by the additional load or changed installation.

# B. Character of Service

Electric energy supplied by the Company shall be standard alternating current at a frequency of approximately 60 hertz and shall be delivered only at voltages and phases as specified by the Company.

#### C. Rights-of-Way

The Company shall not be required to extend its distribution and service facilities, for the purpose of rendering electric service to the Customer until satisfactory rights-of-way, easements or permits have been obtained from governmental agencies and property owners, at the Customer's expense to permit the installation, operation, and maintenance of the Company's lines and facilities. The Customer, in requesting or accepting service, thereby grants the Company without charge necessary rights-of-way and trimming and clearing privileges for its facilities along, across, and under property controlled by the Customer to the extent that such right-of-way and trimming and clearing privileges for its facilities along, across, and under property controlled by the Customer to the extent that such rights-of-way and trimmings are required or necessary to enable Company to supply service to the Customer and the Customer also grants the Company the right to continue to extend the Company's facilities on, across, or under with necessary trimming and clearing rights to serve other Customers. Customer shall maintain such right-of-way so as to grant Company continued access to its facilities by Company's vehicles and other power-operated equipment.

#### D. Customer's Installation

Customer's service installations shall be made in accordance with these General Terms and Conditions, Specifications for Service and Meter Installations, existing provisions of the National Electrical Code, the Regulations of the National Board of Fire Underwriters and such other regulations as may be promulgated from time to time by any municipal bureau or other governmental agency having jurisdiction over the Customer's installation or premises.

Customer's wiring and equipment must be installed and maintained in accordance with the requirements of the local, municipal, state, and federal authorities, and the Customer shall keep in good and safe repair and condition such wiring and equipment on Customer's side of the service point exclusive of Company's metering facilities and equipment.

Customer's service entrance requirements shall be stipulated in the Electric Service and Meter Installations Manual, and other manuals published by the Company and approved by the Commission.

Before wiring a premise or purchasing equipment, the Customers shall give the Company notice and shall ascertain from the Company the character of service available at such premises. The Company may specify the voltage and phase of the electricity to be furnished, the location of the meter, and the point where the service connection shall be made.

Customer's service entrance requirements shall be stipulated in the Electric Service and Meter Installations Manual, and other manuals published by the company and approved by the Commission.

It is the standard practice of the Company to provide all requirements of service for the Customer through a single metering point at each premises.

Where more than one service is required by the Customer, and requested services meet all applicable code requirements the Company will provide such additional service upon payment by the Customer to the Company of the charges above the first service. Each service point shall be a separate account. No new service will be connected without proper release from the inspecting authority having jurisdiction.

Customer shall furnish at his sole expense any special facilities necessary to meet his particular requirements for service at other than the standard conditions specified under the provision of the applicable Rate Schedule. The Customer shall also provide protection for Customer's equipment from conditions beyond the Company's control including, but not limited to, protective devices for single-phase conditions. The Customer shall also provide a suitable place, foundation and housing where, in the judgment of the Company, it is deemed necessary to install transformers, regulators, control or protective equipment on the Customer's premises.

All equipment supplied by the Company shall remain its exclusive property and Company shall have the right to remove the same from the premises of Customer at any time after termination of service for any cause.

Should Customer elect, for any reason, to request relocation of Company's facilities or take any action, which requires such relocation, customer may be required to reimburse the Company for all costs as a result of such relocation. Company may relocate existing service and facilities, at Company's expense, when necessary for system design or operation and maintenance requirements.

The Customer shall be responsible for the protection and safekeeping of the equipment and facilities of the Company while on the Customer's premises and shall not permit access thereto except by duly authorized representatives of the Company. Customer assumes responsibility and liability for damages and injuries caused by failure or malfunctions of Customer's equipment.

#### E. Special Equipment

Where a separate transformer or other additional electrical utility standard equipment or capacity is to be used to eliminate fluctuations or other effects detrimental to the quality of service to other Customers due to welding or X-ray equipment, etc., the Company may make a reasonable charge for the transformer equipment and line capacity required. In lieu of the above, the Company may require the Customer to either discontinue the operation of the equipment causing the disturbance or install the necessary motor generator set or other apparatus to eliminate the disturbance detrimental to the service of other Customers.

#### F. Safe Access to Customer's Premises

The duly authorized representatives of the Company shall be permitted at any and all reasonable times to inspect, operate and maintain the Company's and the Customer's facilities and equipment for any and all purposes connected with the delivery of service, the determination of connected load or other data to be used for billing purposes, the determination of Customer load requirements or the exercise of any and all rights under the agreement.

#### G. Company's Installation and Service

Where the Customer's requested service to be supplied by the Company does not produce revenue sufficient to support the expenditure required, the Company will determine in each case the amount of payment and form thereof that shall be required of the Customer.

Electricity supplied by the Company shall not be electrically connected with any other source of electricity without reasonable written notice to the Company and agreement by the parties of such measures or conditions, if any, as may be required for reliability of both systems.

Service supplied by the Company shall not be resold or assigned by the Company to others on a metered or unmetered basis; nor shall the Customer's wiring be connected to adjacent or other premises not owned or operated by the Customer without specific written approval of the Company and of the Commission.

The Company's service facilities will be installed above ground on poles or fixtures; however, underground facilities will be provided when requested in accordance with the Company's appropriate underground service publications.

In Areas of Overhead Distribution: The Company will install and maintain an overhead service drop for loads up to 500 KVA from its overhead distribution system to the Customer's service connection provided the transformer can be placed in the proximity of the service point. For residential Customers, if specifically requested by the Customer, the Company will install and maintain a single phase underground service to any residence (terrain permitting) provided the Customer pays in advance the difference in cost between a new overhead service and the new underground service of equal current carrying capacity.

In Areas of Underground Distribution: The Company will install and maintain the necessary underground facilities to provide a point of service at the Customer's property line or at another location designated by the Company. For residential Customers, the Company will install and maintain a single-phase service to the service point as designated by Company, up to a maximum length of 125 feet. If the requested residential service to Company's designated service point exceeds 125 feet in length, the Customer will pay in advance the total additional cost for that portion in excess of 125 feet in length. For underground service other than residential, the Customer shall furnish, install and maintain necessary service conductors and conduit from their service equipment to the Company's designated point of service regardless of meter location.

# H. Term of Contract

The Term of Contract for service shall be for a term of one year with automatic renewal except as otherwise provided in the applicable Rate Schedule. Where a large or special investment in service facilities is necessary, or other special conditions exist, contracts may be written for (1) a longer term than specified in the Rate Schedule, or (2) a special guarantee of revenue, or (3) a facility charge, or (4) all of these conditions as may be required to safeguard the Company's investment.

#### I. Continuance of Service and Liability Therefor

The Company does not guarantee continuous service. Company shall use reasonable diligence at all times to provide uninterrupted service but shall not be liable for any loss, cost damage or expense to any Customer occasioned by any failure to supply electricity according to the terms of the contract or by any interruption or reversal of the supply of electricity, if such failure, interruption or reversal is due to storm, lightning, fire, flood, drought, strike, or any cause beyond the control of the Company, or any cause except willful default or neglect on its part.

The Company reserves the right to curtail or temporarily interrupt Customer's service when it shall become necessary in order that repairs, replacement or changes may be made in the Company's facilities and equipment, either on or off Customer's premises.

The Company may impose reasonable restrictions on the use of service during peak periods of excessive demand or other difficulty, which jeopardizes the supply of service to any group of Customers.

The Company may waive any minimum charge or guarantee payments for service upon written notice from and request of Customer during such time as the Customer's plant may be completely closed down as a result of strike, lockout, government order, fire, flood, or other acts of God: provided however, that Customer specifically agrees that the term of the service contract shall be extended for a period equal to the period of enforced shutdown. (See Section VII, Force Majeure).

# J. Denial or Discontinuance of Service

The Company may refuse or discontinue service and remove the property of the Company without liability to the Customer, or tenants or occupants of the premises served, for any loss, cost, damage or expense occasioned by such refusal, discontinuance or removal, including but not limited to, any of the following reasons:

- In the event of a condition determined by the Company to be hazardous or dangerous.
- In the event Customer's equipment is used in such a manner as to adversely Affect the Company's service to others.
- 3. In the event of unauthorized or fraudulent use of Company's service.
- 4. Unauthorized adjustments or tampering with Company's equipment.
- 5. Customer's failure to fulfill his contractual obligations.
- 6. For failure of the Customer to permit the Company reasonable access to its equipment.
- For nonpayment of bill for service rendered provided that the Company has made reasonable efforts to effect collection.
- 8. For failure of the Customer to provide the Company with a deposit.
- For failure of the Customer to furnish permits, certificates, and rights-ofway, as necessary in obtaining service, or in the event such permissions are withdrawn or terminated.
- 10. The Company shall not furnish its service to any applicant who at the time of such application is indebted to any member of his household is indebted under an undisputed bill for service, previously furnished such applicant or furnished any other member of the applicant's household or business.
- 11. The Company may terminate a Customer's service should the Customer be in arrears on an account for service at another premises.
- 12. For the reason that the Customer's use of the utility service conflicts with, or violates orders, ordinances or laws of the State or any subdivision thereof, or of the Commission.

#### South Carolina Electric & Gas Company

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13. For failure of the Customer to comply with reasonable restrictions on the use of service. The Company may discontinue service without notice for reasons (1), (2), and (3) above. For the remainder of the reasons, the Customer shall be allowed a reasonable time in which to correct any discrepancy.

Failure of the Company to terminate or suspend service at any time after the occurrence of grounds therefore or to resort to any other legal remedy or to exercise any one or more of such alternative remedies, shall not waive or in any manner affect the Company's right to later resort to any or more of such rights or remedies on account of any such ground then existing or which may subsequently occur.

#### K. Reconnection Charge

Where the Company has discontinued service for reasons listed in Section III-J, the Customer is subject to a reconnection charge of \$15.00 in addition to any other charges due and payable to the Company. In cases where both electric and gas service are reconnected at the same time on the same premises for the same Customer, only one charge will be made.

Where the Customer interrupts or terminates service and subsequently requests reconnection of service at the same premises the reconnection charge will apply.

#### IV. BILLING AND PAYMENT TERMS

#### A. General

The rates specified in the various service classifications are stated on a monthly basis. Unless extenuating circumstances prevent, the Company will read meters at regular monthly intervals and render bills accordingly. If for any reason a meter is not read, the Company may prepare an estimated bill based on the Customer's average use billed for the preceding 60 days or from other information as may be available. All such bills are to be paid in accordance with the standard payment terms, and are subject to adjustment on the basis of actual use of service as computed from the next reading taken by the Company's representative or for any circumstances known to have affected the quantity of service used. No more than one estimated bill shall be rendered within a 60-day period unless otherwise agreed to by the Customer or allowed by the Commission.

All billing errors shall be adjusted in accordance with the Commission's Rules and Regulations.

#### B.Customer's Obligations

The Customer is responsible for electricity furnished and for all charges under the agreement until the end of term thereof.

All bills shall be due and payable when rendered. Notice and collection of unpaid bills will be in accordance with the current Rules and Regulations of the Commission.

No Claim or demand which the Customer may have against the Company shall be set off or counterclaimed against the payment of any sum of money due the Company by the Customer for services rendered. All such sums shall be paid in accordance with the agreement regardless of any claim or demand.

Should service be terminated, the Customer's deposit shall be applied to reduce or liquidate the account. Service may be restored upon payment of the account, in full, plus the late payment charge set forth below, the reconnection charge set forth above and a deposit as set forth below.

# C. Late Payment Charge

A late payment charge of one and one half per cent (1 1/28) will be added to any balance remaining twenty-five (25) days after the billing date.

#### D. Deposit

A maximum deposit in an amount equal to an estimated two (2) months (60 days) bill for a new Customer or in an amount equal to the total actual bills of the highest two (2) consecutive months based on the experience of the preceding twelve (12) months or a portion of the year if on a seasonal basis may be required from the Customer as security for payment of the account before service is rendered or continued if any of the following conditions exist:

- (1) The Customer's past payment record to the Company shows delinquent payment practice;
- (2) A new Customer cannot furnish either a letter of good credit from a reliable source or any acceptable cosigner or guarantor on the Company's system to guarantee payment;
- (3) A Customer has no deposit and presently is delinquent in payments;
- (4) A Customer has had his service terminated for non-payment or fraudulent use. All deposits may be subject to review based on the actual experience of the Customer. The amount of the deposit may be adjusted upward or downward to reflect the actual billing experience and payment habits of the Customer.

#### E. Service Charge

The Company may make reasonable charges for work performed on or services rendered:

- 1) Upon Customer's request at the Customer's premises when, at the time the request is made, service and equipment provided by the Company is in good working condition and in compliance with these General Terms and Conditions, Specifications for Service and Meter Installations, existing provisions of the National Electric Code, the Regulations of the National Board of Fire Underwriters and such other regulations as may be promulgated from time to time by any municipal bureau or other governmental agency having jurisdiction over the Customer's installation or premises;
- 2) To repair, replace, remove or gain access to Company's facilities or equipment where such repair, replacement or removal is made necessary by the willful action(s) of the Customer, members of the Customer's household or invitees of the Customer; or
- 3) To repair, replace, remove or gain access to Company's facilities or equipment where such repair, replacement or removal is made necessary by the negligent failure of the Customer to take timely action to correct or to notify the Company or other responsible party to correct conditions which led to the needed repair, replacement or removal, except that such charges shall be apportioned between the Customer and the Company to the extent that the Customer shall only bear that part of the costs which reflect the costs added by the Customer's negligence. Such charges cannot be assessed where the damage is caused by an Act of God except to the extent that the Customer failed timely to mitigate the damages. Such charges may include labor, material and transportation.

# V. COMPANY'S LIABILITY

# A. General

The Company shall not be in any way responsible or liable for damages to or injuries sustained by the Customer or others, or by the equipment of the Customer or others by reason of the condition or character of Customer's wiring and equipment, or the wiring and equipment of others on the Customer's premises. The Company will not be responsible for the use; care or handling of electricity delivered to the Customer after it passes the service point. The Customer assumes responsibility and liability for damages and injuries caused by failures or malfunctions of Customer's equipment.

#### VI. MEASUREMENT OF SERVICE

#### A. Meter Testing on Request of Customer

The Customer may, at any time, upon reasonable notice, make written request of the Company to test the accuracy of the meter or meters in use for his service. No deposit or payments shall be required from the Customer for such meter test if said meter has been in service at least one year without testing at Company's expense; otherwise the Customer shall deposit the estimated cost of the test; said deposit shall not exceed \$15.00 without the approval of the Commission. The amount so deposited with Company shall be refunded or credited to the Customer, as a part of the settlement of the disputed account if the meter is found, when tested to register more than 2% fast or slow; otherwise the deposit shall be retained by the Company.

#### B. Adjustments for Inaccurate Meters

Where it is determined that the Company's meter is inaccurate or defective by more than 2% error in registration, bills shall be adjusted in accordance with the Commission Rules and Regulations.

#### VII. FORCE MAJEURE

#### A. General

In the event Company is unable, wholly or in part, by reason of Force Majeure to carry out its obligations to provide service under its Rate Schedules or Contracts, the obligations of Company, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall, as far as possible, be remedied with all reasonable dispatch.

The term "Force Majeure" as employed herein shall include, but not be limited to acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, extreme weather conditions, storms, floods, washouts, arrest and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines, the maintaining or repairing or alteration of machinery, equipment, structures or lines (which maintaining, repairing or alteration shall, however, be carried out in such manner as to cause the smallest practicable curtailments or interruption of deliveries of electricity), freezing of lines, partial or complete curtailment of deliveries under Company's electric purchase contracts, inability to obtain rights-of-way or permits or materials, equipment or supplies, any of the above, which shall, by the exercise of due diligence and care such party is unable to prevent or overcome, and any cause other than those enumerated herein (whether of the kind enumerated herein or otherwise) not within the control of the person claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the persons affected, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts when such course is inadvisable in the discretion of the person affected thereby.

# SOUTH CAROLINA ELECTRIC & GAS COMPANY PROPOSED ELECTRIC RATE SCHEDULES

# **EXHIBIT B**

# SOUTH CAROLINA ELECTRIC & GAS COMPANY PROPOSED ELECTRIC RATE SCHEDULES

**EXHIBIT B** 

Listed are the proposed Rate 1 (RGC) electric rate schedules 2 included as follows: 3 (M) 5 6 (RGCC) 8 9 10 11 12 (C) 13 (ML) 14 15 (SS-1) 16 17 18 19 20 Rider to Rate 20 & 23 21 21 (A) 22 (S) 23 Rider to Rate 23 & 24 (Interruptible Service) Rider to Rate 23 & 24 (Economic Interruptible Service) 24 25 26

Residential Subdivision Street Lighting
Rider to Residential Subdivision Street Lighting
Contract Rates
Adjustment for Fuel Costs

RATE 1 (RGC)

RESIDENTIAL SERVICE
GOOD CENTS RATE

#### **AVAILABILITY**

#### Effective January 15, 1996 this schedule is closed and not available to any new structure.

This rate is available to customers who meet the Company's Good Cents requirements and use the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system to individually metered private residence and individually metered dwelling units in apartment structures or other multi-family residential structures. It is not available for resale service nor shall service be supplied to dwelling units having a total of more than ten rooms, five or more of which are rented or offered for rent to any person or persons not a member, or members, of the immediate family of the owner or lessor of the dwelling units.

A dwelling unit is defined as a room or group of rooms having, in addition to living quarters, kitchen facilities for the sole use of the family or individual occupying such dwelling unit.

#### **CERTIFICATION REQUIREMENTS**

Prior to construction, the customer or prospective customer must contact the Company to ascertain the requirements of the Good Cents Program and to arrange for on-site inspections for compliance.

The dwelling unit must be certified by the Company to meet or exceed the Company's Good Cents Program requirements in force at the time of application in order to qualify for service under this rate schedule.

#### CHARACTER OF SERVICE

Alternating Current, 60 hertz, single phase, 120 volts, 2 wire or 120/240 volts 3 wire.

#### **RATE PER MONTH**

		Summer (Billing Months June-September)		Winter (Billing Months October-May)		
Basic Facilities Charge:		\$	8.50	\$	8.50	_
Plus Ene	ergy Charge:					
First	800 Kwhrs. @	\$	0.08508	\$	0.08508	per Kwhr.
Excess over 800 Kwhrs. @		\$	0.09368	\$	0.07833	per Kwhr.

# MINIMUM CHARGE

The monthly minimum charge shall be the basic facilities charge as stated above.

# ADJUSTMENT FOR FUEL COST

Fuel cost of \$.01764 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

# STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00043 per Kwhr. for accumulation of a storm damage reserve.

# **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

# **PAYMENT TERMS**

All bills are net and payable when rendered.

#### **SPECIAL PROVISIONS**

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when customer pays the difference in costs between non-standard service and standard service or pays the Company its normal monthly facility charge based on such difference in costs.

#### **TERM OF CONTRACT**

Contracts shall be written for a period of not less than one (1) year. A separate contract shall be written for each meter at each location.

# **GENERAL TERMS AND CONDITIONS**

#### LOW USE RESIDENTIAL SERVICE

#### **AVAILABILITY**

This rate is available to customers that meet the special conditions listed below, and are served by the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system to individually metered private residences and individually metered dwelling units in apartment structures or other multi-family residential structures. It is not available for resale service nor shall service be supplied to dwelling units having a total of more than ten rooms, five or more of which are rented or offered for rent to any person or persons not a member, or members, of the immediate family of the owner or lessor of the dwelling units.

A dwelling unit is defined as a room or group of rooms having, in addition to living quarters, kitchen facilities for the sole use of the family or individual occupying such dwelling unit.

#### SPECIAL CONDITIONS OF SERVICE

- 1) This rate schedule is available to those accounts where the consumption has not exceeded 400 Kwhrs. for each of the twelve billing months preceding the billing month service is to be initially billed under this rate schedule. The customer must have occupied the dwelling unit for the entire time necessary to determine eligibility under this rate schedule.
- 2) Consumption during a billing period of more than 30 days, used to determine eligibility under this rate schedule, shall be adjusted to a 30 day billing period by application of a fraction, the numerator of which shall be 30 and the denominator of which shall be the actual number of days in the billing period.
- 3) The second billing month within a twelve billing month period that consumption under this rate schedule exceeds 400 Kwhrs. will terminate eligibility under this rate schedule.
- 4) Service will be billed under the previous rate schedule the next twelve billing periods before the customer will again be eligible for the Low Use Rate.

#### **CHARACTER OF SERVICE**

Alternating Current, 60 hertz, single phase, 120 volts, 2 wire or 120/240 volts 3 wire.

#### **RATE PER MONTH**

Basic Facilities Charge:	\$8.50
Plus Energy Charge:	
All Kwhrs. @	\$0.06319 per Kwhr.

# **MINIMUM CHARGE**

The monthly minimum charge shall be the basic facilities charge as stated above.

#### **ADJUSTMENT FOR FUEL COSTS**

Fuel costs of \$.01764 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

# STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00043 per Kwhr. for accumulation of a storm damage reserve.

# SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

# **PAYMENT TERMS**

All bills are net and payable when rendered.

# **SPECIAL PROVISIONS**

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs

# **TERM OF CONTRACT**

Contracts shall be written for a period of not less than one (1) year. A separate contract shall be written for each meter at each location.

#### **GENERAL TERMS AND CONDITIONS**

# RATE 3 (M) MUNICIPAL POWER SERVICE

#### **AVAILABILITY**

This rate is available to municipal customers using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system. This includes all municipally owned and operated facilities for power purposes including, but not restricted to public buildings and pumping stations. It is not available for resale or standby service.

#### **CHARACTER OF SERVICE**

Alternating Current, 60 hertz. Voltage and phase at the option of the Company.

#### **RATE PER MONTH**

Basic Facilities Charge:	\$	16.50	_
Plus Energy Charge:			
Summer Billing Months (June-September) All Kwhrs. @	\$ (	0.07301	per Kwhr.
Winter Billing Months (October-May) All Kwhrs. @.	\$ (	0.07301	per Kwhr.

#### MINIMUM CHARGE

The monthly minimum charge shall be the basic facilities charge as stated above, provided however, when construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

#### **ADJUSTMENT FOR FUEL COSTS**

Fuel costs of \$.01764 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

# STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00038 per Kwhr. for accumulation of a storm damage reserve.

# **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

#### **PAYMENT TERMS**

All bills are net and payable when rendered.

# **SPECIAL PROVISIONS**

Service shall not be supplied under this rate for establishments of a commercial nature, nor to operations primarily non-municipal. Under no conditions will the Company allow the service to be resold to or shared with others.

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

#### **TERM OF CONTRACT**

Contracts shall be written for a period of not less than ten (10) years.

# **GENERAL TERMS AND CONDITIONS**

RATE 5 RESIDENTIAL SERVICE TIME OF USE

#### **AVAILABILITY**

This rate is available on a voluntary basis to customers using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system to individually metered private residences and individually metered dwelling units in apartment structures or other multifamily residential structures. It is not available for resale service nor shall service be supplied to dwelling units having a total of more than ten rooms, five or more of which are rented or offered for rent to any person or persons not a member, or members, of the immediate family of the owner or lessor of the dwelling units.

A dwelling unit is defined as a room or group of rooms having, in addition to living quarters, kitchen facilities for the sole use of the family or individual occupying such dwelling unit.

#### **CHARACTER OF SERVICE**

Alternating Current, 60 hertz, single phase, 120 volts, 2 wire or 120/240 volts 3 wire.

#### **RATE PER MONTH**

	Summer	Mantha	-£ 1.		.40
П.	Summer	wonths	OT JI	une-Ser	otember

A. Basic Facilities Charge:	\$12.70	
B. Energy Charge:		<u>-</u>
All on-peak Kwhrs.@	\$0.19333	per Kwhr.
All off-peak Kwhrs.@	\$0.06477	per Kwhr.

C. Minimum Bill:

The monthly minimum charge shall be the basic facilities charge

#### II. Winter Months of October-May

A. Basic Facilities Charge:	\$12.70	
B. Energy Charge:		<u>-</u>
All on-peak Kwhrs.@	\$0.18154	per Kwhr.
All off-peak Kwhrs.@	\$0.06477	per Kwhr.

C. Minimum Bill:

The monthly minimum charge shall be the basic facilities charge

#### **DETERMINATION OF ON-PEAK HOURS**

#### A. On-Peak Hours:

Summer Months of June-September:

The on-peak summer hours are defined as the hours between 2:00 p.m., 7:00 p.m., Monday-Friday, excluding holidays.\*

Winter Months of October-May:

The on-peak winter hours are defined as the hours between 7:00 a.m.-12:00 noon, Monday-Friday, excluding holidays.\*

#### **B. Off-Peak Hours:**

The off-peak hours in any month are defined as all hours not specified as on-peak hours.

\*Holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

# ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.01764 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

# STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00043 per Kwhr. for accumulation of a storm damage reserve.

# **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

# **PAYMENT TERMS**

All bills are net and payable when rendered.

#### **SPECIAL PROVISIONS**

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

The Company shall have the right to install and operate special metering equipment to measure customer's loads or any part thereof and to obtain any other data necessary to determine the customer's load characteristics.

The Company's levelized payment plans are not available to customers served under this rate schedule.

#### **TERM OF CONTRACT**

Contracts shall be written for a period of not less than one (1) year. A separate contract shall be written for each meter at each location.

# **GENERAL TERMS AND CONDITIONS**

RATE 6 (RGCC)

RESIDENTIAL SERVICE ENERGY SAVER/ CONSERVATION RATE

(Page 1 of 2)

#### **AVAILABILITY**

This rate is available to customers using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system to individually metered private residences and individually metered dwelling units in apartment structures or other multi-family residential structures. It is not available for resale service nor shall service be supplied to dwelling units having a total of more than ten rooms, five or more of which are rented or offered for rent to any person or persons not a member, or members, of the immediate family of the owner or lessor of the dwelling units.

A dwelling unit is defined as a room or group of rooms having, in addition to living quarters, kitchen facilities for the sole use of the family or individual occupying such dwelling unit.

The builder or homeowner must provide the following:

- 1) For new homes only Proof that home meets the Council of American Building Officials Model Energy Code.
- 2) Receipts showing the purchase and installation of a new AC unit that meets the requirements as shown below.
- 3) A certificate issued by an installer showing a wall total cavity R value of 15 (R-15).
- 4) Certification from builder stating that requirements have been met.

The Company may perform an on-site audit to verify that customer meets availability requirements as stated herein.

#### THERMAL AND AIR CONDITIONING REQUIREMENTS FOR ENERGY CONSERVATION

The following requirements are predicated on the Council of American Building Officials Model Energy Code and subject to change with a change in the Council of American Building Officials Model Energy Code. Sufficient application of thermal control products and specified air conditioning requirements must be met to satisfy the minimum standards outlined below:

Ceilings: Ceilings of newly constructed homes shall be insulated with a total "as installed" thermal resistance (R) value of 30 (R-30).

Ceilings of manufactured housing shall be insulated with a thermal resistance (R) value of 30 (R-30).

Ceilings of existing housing shall be insulated with a total "as installed" thermal resistance (R) value of 38 (R-38).

**Lighting:** Recessed ceiling lights shall be sealed.

Walls: Walls exposed to the full temperature differential (TD), or unconditioned areas, shall have a total cavity R value of 15 (R-15).

\*This is not a requirement for existing housing.

Floors: Floors over crawl space or crawl space walls shall have insulation installed having a total R value of 19 (R-19).

100% of the exposed earth in a crawl space shall be covered with a vapor barrier of no less than (4) mills.

Windows: Windows shall be insulated (double) glass or have storm windows.

**Doors:** Doors exposed to full TD areas must be weather-stripped on all sides and of solid construction.

Ducts: Air ducts located outside of conditioned space must have: 1) all joints properly fastened and sealed, and, 2) the duct shall have a

minimum installed insulation R-value of 6.0. All joints in ductwork outside of the conditioned space must be permanently sealed with the application of duct sealant. Transverse joints, take-offs, transitions, supply/return connections to the air handler, boot

connections to the floor/ceiling/wall, and framed-in and panned passages must be made airtight with duct sealant.

Attic Vent: Attic ventilation must be a minimum of one square foot of net free area for each 150 square feet attic floor area.

Water Heaters: Electric water heaters must have insulation surrounding the tank with minimum total R value of 8 (R-8).

Air Condition: All air conditioners must have a SEER rating of 1.5 SEER higher than the rating shown in the Council of American Building Officials

Model Energy Code or 12 SEER or any federal or state mandated energy codes, whichever is higher.

**Other:** Chimney flues and fireplaces must have tight fitting dampers.

\*Insulation thermal resistance values are shown for insulation only, framing corrections will not be considered.

The "as installed" thermal resistance (R) value for all loose fill or blowing type insulation materials must be verifiable either by installed density using multiple weighted samples, the manufacturer's certification methods, Federal Trade Commission's procedures or other methods specified by local governing agencies.

**ELECTRICITY** 

RATE 6 (RGCC)

RESIDENTIAL SERVICE ENERGY SAVER/ CONSERVATION RATE (Page 2 of 2)

#### CHARACTER OF SERVICE

Alternating Current, 60 hertz, single phase, 120 volts, 2 wire or 120/240 volts 3 wire.

#### **RATE PER MONTH**

		<u>Summer</u> (Billing Month June-September)		Winter (Billing Month October-May)	
Basic Facilities Charge:		\$8.50	\$8.50		_
Plus Energy Ch	arge:				
First	800 Kwhrs. @	\$0.08508	per Kwhr.	\$0.08508	per Kwhr.
Excess over	800 Kwhrs. @	\$0.09368	per Kwhr.	\$0.07833	per Kwhr.

#### **MINIMUM CHARGE**

The monthly minimum charge shall be the basic facilities charge as stated above.

# **ADJUSTMENT FOR FUEL COSTS**

Fuel costs of \$.01764 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

# STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00043 per Kwhr. for accumulation of a storm damage reserve.

# **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

# **PAYMENT TERMS**

All bills are net and payable when rendered.

# **SPECIAL PROVISIONS**

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

# TERM OF CONTRACT

Contracts shall be written for a period of not less than one (1) year. A separate contract shall be written for each meter at each location.

# **GENERAL TERMS AND CONDITIONS**

RATE 8 RESIDENTIAL SERVICE

#### AVAILABILITY

This rate is available to customers using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system to individually metered private residences and individually metered dwelling units in apartment structures or other multi-family residential structures. It is not available for resale service nor shall service be supplied to dwelling units having a total of more than ten rooms, five or more of which are rented or offered for rent to any person or persons not a member, or members, of the immediate family of the owner or lessor of the dwelling units.

A dwelling unit is defined as a room or group of rooms having, in addition to living quarters, kitchen facilities for the sole use of the family or individual occupying such dwelling unit.

#### **CHARACTER OF SERVICE**

Alternating Current, 60 hertz, single phase, 120 volts, 2 wire or 120/240 volts 3 wire.

#### **RATE PER MONTH**

		<u>Summer</u> (Billing Month June-Septembe		Winter (Billing Month October-May)	
Basic Facilities Charge:		\$8.50		\$8.50	_
Plus Energy Char	ge:				
First	800 Kwhrs. @	\$0.08733	per Kwhr.	\$0.08733	_per Kwhr.
Excess over	800 Kwhrs. @	\$0.09848	per Kwhr.	\$0.08334	per Kwhr.

#### **MINIMUM CHARGE**

The monthly minimum charge shall be the basic facilities charge as stated above.

# ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.01764 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

#### STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00043 per Kwhr. for accumulation of a storm damage reserve.

## **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

# **PAYMENT TERMS**

All bills are net and payable when rendered.

## **SPECIAL PROVISIONS**

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

## **TERM OF CONTRACT**

Contracts shall be written for a period of not less than one (1) year. A separate contract shall be written for each meter at each location.

# **GENERAL TERMS AND CONDITIONS**

# RATE 9 GENERAL SERVICE

(Page 1 of 2)

## **AVAILABILITY**

This rate is available to customers using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system for general light and/or power purposes such as commercial, industrial, religious, charitable and eleemosynary institutions. It is not available for resale service.

# CHARACTER OF SERVICE

Alternating Current, 60 hertz. Voltage and phase at the option of the Company.

#### **RATE PER MONTH**

	<u>Summer</u>	Winter
	(Billing Months	(Billing Months
	June-September)	October-May)
Basic Facilities Charge:	\$ 16.50	\$ 16.50
Demand Charge:		
First 250 KVA of Billing Demand	No Charge	No Charge

First 250 KVA of Billing Demand	No Charge	No Charge
Excess over 250 KVA of Billing Demand @	3.00 per KVA	No Charge

The Billing Demand (to the nearest whole KVA) shall be the maximum integrated fifteen (15) minute demand measured during the billing months of June through September.

## **Energy Charge:**

First 3,000 Kwhrs. @	\$0.08703 per Kwhr.	\$0.08703 per Kwhr.
Over 3,000 Kwhrs. @	\$0.09261 per Kwhr.	\$0.08068 per Kwhr.

#### MINIMUM CHARGE

The monthly minimum charge shall be the basic facilities charge and demand charge as stated above, provided however, when construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

## ADJUSTMENT FOR FUEL COST

Fuel cost of \$.01764 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

# STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00038 per Kwhr. for accumulation of a storm damage reserve.

## **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

# **POWER FACTOR**

If the power factor of the Customer's installation falls below 85%, the Company may adjust the billing to a basis of 85% power factor.

#### **TEMPORARY SERVICE**

Temporary service for construction and other purposes will be supplied under this rate in accordance with the Company's Terms and Conditions covering such service.

## **PAYMENT TERMS**

All bills are net and payable when rendered.

RATE 9 GENERAL SERVICE
(Page 2 of 2)

# **SPECIAL PROVISIONS**

This rate is available for residential service where more than one dwelling unit is supplied through a single meter, provided service to such dwelling unit was established prior to July 1, 1980.

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the customer its normal monthly facility charge based on such difference in costs.

## **UNMETERED SERVICE PROVISION**

When customer's usage can be determined and in the sole opinion of the Company, installation of metering equipment is impractical or uneconomical, monthly Kwhrs. may be estimated by the Company and billed at the above rate per month, except that the basic facilities charge shall be \$5.00.

## **TERM OF CONTRACT**

Contracts for installation of a permanent nature shall be written for a period of not less than one (1) year. A separate contract shall be written for each meter at each location.

## **GENERAL TERMS AND CONDITIONS**

The Company's General Terms and Conditions are incorporated by reference and are a part of this rate schedule.

Effective Upon Approval of the Public Service Commission of South Carolina

## **SMALL CONSTRUCTION SERVICE**

## **AVAILABILITY**

This rate is available as a temporary service for builders using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system for general lighting and/or power purposes during construction. It is not available for resale or standby service.

## **CHARACTER OF SERVICE**

Alternating Current, 60 hertz, single phase, two or three wire at Company's standard secondary service voltages of 240 volts or less.

## RATE PER MONTH

Basic Facilities Charge: \$ 8.50

Plus Energy Charge:

All Kwhrs. @ \$0.08733 per Kwhr.

## MINIMUM CHARGE

The monthly minimum charge shall be the basic facilities charge as stated above.

# **ADJUSTMENT FOR FUEL COSTS**

Fuel costs of \$.01764 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

## STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00038 per Kwhr. for accumulation of a storm damage reserve.

## **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

#### **PAYMENT TERMS**

All bills are net and payable when rendered.

# **SPECIAL PROVISIONS**

If providing temporary service requires the Company to install transformers and other facilities which must be removed when temporary service is no longer required, then the customer may be required to pay the cost of installing and removing the Company's temporary facilities.

## **TERM OF CONTRACT**

Contracts shall be written for a period of time commencing with establishment of service and ending when construction is suitable for occupancy or one year, which is less. A separate contract shall be written for each meter at each location.

## **GENERAL TERMS AND CONDITIONS**

# RATE 11 IRRIGATION SERVICE

## **AVAILABILITY**

This rate is available to customers using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system. It is not available for resale. This schedule is available for service furnished for the operation of electric motor driven pumps and equipment supplying water for the irrigation of farmlands and plant nurseries, and irrigation to provide adequate moisture for vegetative cover to control erosion and provide runoff. The pumping units served hereunder shall be used solely for the purpose of irrigation.

All motors of more than 5 H.P. shall be approved by the Company. The Company reserves the right to deny service to any motor which will be detrimental to the service of other customers. Upon request, customer may pay all cost associated with upgrading the system to the point at which starting the customer's motor will not degrade the service to the other customers.

#### CHARACTER OF SERVICE

Alternating Current, 60 hertz. Voltage and phase at the option of the Company.

#### **RATE PER MONTH**

#### I. Summer Months of June-September

	A. Basic Facilities Charge:	\$20.15	
	B. Energy Charge:		_
	All on-peak Kwhrs.@	\$0.15881	per Kwhr.
	All shoulder Kwhrs.@	\$0.09327	per Kwhr.
	All off-peak Kwhrs.@	\$0.04896	per Kwhr.
II.	. Winter Months of October-May		
	A. Basic Facilities Charge:	\$20.15	_
	B. Energy Charge:		_
	All Kwhrs.@	\$0.04896	per Kwhr.

## **MINIMUM CHARGE**

The monthly minimum charge shall be the basic facilities charge as stated above, except when the revenue produced by the customer does not sufficiently support the investment required to serve the load. The Company will determine in each case the amount and form of payment required to correct the revenue deficiency.

## DETERMINATION OF ON-PEAK SHOULDER, AND OFF-PEAK HOURS

#### A. On-Peak Hours:

Summer Months of June-September:

The on-peak summer hours are defined as the hours between 2:00 p.m.-6:00 p.m., Monday-Friday, excluding holidays.\*

## **B. Shoulder Hours:**

Summer Months of June-September:

The shoulder summer hours are defined as the hours between 10:00 a.m.-2:00 p.m. and 6:00 p.m.-10:00 p.m., Monday-Friday, excluding holidays.\*

# C. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified as on-peak or shoulder hours.

\*Holidays are Independence Day and Labor Day.

## ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.01764 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

# STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00038 per Kwhr. for accumulation of a storm damage reserve.

# **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

## **PAYMENT TERMS**

All bills are net and payable when rendered.

# **SPECIAL PROVISIONS**

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs

The Company shall have the right to install and operate special metering equipment to measure customer's loads or any part thereof and obtain any other data necessary to determine the customer's load characteristics.

#### **TERM OF CONTRACT**

Contracts for installations shall be written for a period of not less than ten (10) years. A separate contract shall be written for each meter at each location.

# **GENERAL TERMS AND CONDITIONS**

RATE 12 (C) CHURCH SERVICE

#### **AVAILABILITY**

This rate is available to customers using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system for general light and/or power service to churches. It is not available for resale or standby service. It is only available to recognized churches.

## **CHARACTER OF SERVICE**

Alternating Current, 60 hertz. Voltage and phase at the option of the Company.

#### **RATE PER MONTH**

Basic Facilities Charge:	\$ 10.80	_
Plus Energy Charge:		
All Kwhrs. @	\$ 0.07340	per Kwhr.

#### MINIMUM CHARGE

The monthly minimum charge shall be the basic facilities charge as stated above, provided however, when construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

#### **ADJUSTMENT FOR FUEL COSTS**

Fuel costs of \$.01764 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

#### STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00038 per Kwhr. for accumulation of a storm damage

## **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

## **PAYMENT TERMS**

All bills are net and payable when rendered.

# **SPECIAL PROVISIONS**

The Company will furnish service in accordance with its standard specifications. Under no conditions will the Company allow the service to be resold to or shared with others. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

When a church offers activities that, in the sole opinion of the Company, are of a commercial nature such as day care, camps or recreational activities, the Company may require that the account be served under the appropriate general service rate.

# TERM OF CONTRACT

Contracts shall be written for a period of not less than five (5) years. A separate contract shall be written for each meter at each location.

#### **GENERAL TERMS AND CONDITIONS**

# RATE 13 (ML)

MUNICIPAL LIGHTING SERVICE

#### **AVAILABILITY**

This rate is available to municipal customers using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system. This includes all municipally owned and operated facilities for lighting streets, highways, parks and other public areas, or other signal system service. It is not available for resale or standby service.

#### CHARACTER OF SERVICE

Alternating Current, 60 hertz. Voltage and phase at the option of the Company.

#### **RATE PER MONTH**

Basic Facilities Charge: \$ 16.50

Plus Energy Charge:

All Kwhrs. @ \$ 0.06740 per Kwhr.

## **MINIMUM CHARGE**

The monthly minimum charge shall be the basic facilities charge as stated above, provided however, when construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

#### ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.01764 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

## STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00038 per Kwhr. for accumulation of a storm damage reserve.

# **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or governmental body.

## **PAYMENT TERMS**

All bills are net and payable when rendered.

#### **SPECIAL PROVISIONS**

Service shall not be supplied under this rate for establishments of a commercial nature, nor to operations primarily non-municipal. Under no circumstances will the Company allow the service to be resold or shared with others.

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

#### **TERM OF CONTRACT**

Contracts shall be written for a period of not less than ten (10) years.

# **GENERAL TERMS AND CONDITIONS**

# RATE 14 FARM SERVICE

## **AVAILABILITY**

This rate is available to customers using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system on farms for producing but not processing agricultural, dairy, poultry and meat products.

Service shall not be supplied under this rate for establishments of a commercial nature such as stores, shops, stands, restaurants, service stations or any non-farm operations; nor for processing, distributing or selling farm or other products not originating through production on the premises served. Motors rated in excess of 20 H.P. will not be served on this rate. It is available for farm commercial operations including irrigation, grain elevators and crop drying for farm products produced on the premises served. It is not available for resale service.

## **CHARACTER OF SERVICE**

Alternating Current, 60 hertz. Voltage and phase at the option of the Company.

## RATE PER MONTH

	<u>Summer</u> (Billing Months June-September)	Winter (Billing Months October-May)
Basic Facilities Charge:	\$ 8.50	\$ 8.50
Plus Energy Charge:		
First 800 Kwhrs.@	\$ 0.08733 per Kwhr.	\$ 0.08733 per Kwhr.
Excess over 800 Kwhrs.@	\$ 0.09848 per Kwhr.	\$ 0.08334 per Kwhr.

## **MINIMUM CHARGE**

The monthly minimum charge shall be the basic facilities charge as stated above, provided however, when construction costs Exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

## **ADJUSTMENT FOR FUEL COSTS**

Fuel cost of \$.01764 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

## STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00038 per Kwhr. for accumulation of a storm damage reserve.

# SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state and governmental body.

# **PAYMENT TERMS**

All bills are net and payable when rendered.

## **SPECIAL PROVISIONS**

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

# TERM OF CONTRACT

The contract terms will depend on the conditions of service. No contract shall be written for a period of not less than five (5) years. A separate contract shall be written for each meter at each location.

# **GENERAL TERMS AND CONDITIONS**

#### **RATE 15 (SS-1)**

#### SUPPLEMENTARY AND STANDBY SERVICE

#### **AVAILABILITY**

Available to Small Power Producers and co-generators that are a Quality Facility as defined by the Federal Energy Regulatory Commission (FERC) Order No. 70 under Docket No. RM 79-54. This schedule is not available to Qualifying Facilities with a power production capacity greater than 100 KW.

# SUPPLEMENTARY SERVICE

Supplementary service is defined herein as power supplied by the Company to a Qualifying Facility in addition to that which the Qualifying Facility generates itself. Supplementary service will be provided by the Company under a retail electric service schedule which the customer will establish in conjunction with the implementation of this Supplementary and Standby Service rate.

## **SUPPLEMENTARY SERVICE**

- 1) Standby service under this schedule is defined herein as power supplied by the Company to a Qualifying Facility to replace energy ordinarily generated by a Qualifying Facility during a scheduled or unscheduled outage.
- 2) Standby service is available to customers establishing a firm demand which is billed under a retail electric service schedule of the Company. If no firm demand is established by the customer for the purpose of taking Supplementary power, then Standby service will be provided as Supplementary service and billed on the applicable retail electric service schedule.
- 3) Standby service is defined for each 15-minute interval as the minimum of: (1) the Standby contracted demand, and, (2) the difference between the measured load and the contracted firm demand, except that such difference shall not be less than zero.
- 4) Supplementary Service is defined as all power supplied by the Company not defined herein as Standby Service.
- 5) The Standby contract demand shall be limited to the power production capacity of the Qualifying Facility.

#### STANDBY SERVICE POWER RATE PER MONTH

Basic Facilities Charge	\$ 155.00
Demand Charge per KW of Contract Demand	\$ 4.34
Energy Charge:	
On-Peak KWH	\$ 0.03530
Off-Peak KWH	\$ 0.02717

#### **DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS**

A. On-Peak Hours:

On-peak hours are defined to be 10:00 a.m. - 10:00 p.m. for the months of June-September, excluding weekends.

B. Off-Peak Hours:

All hours not defined as on-peak hours are considered to be off-peak.

## POWER FACTOR

The customer must maintain a power factor of as near unity as practicable. If the power factor of the customer's installation falls below 85%, the Company shall adjust the billing demand to a basis of 85% power factor.

#### LIMITING PROVISION

The Standby Service power rate will be available for 1325 annual hours of consumption beginning in May and ending in April, or for a prorated share thereof for customers who begin to receive service in months other than May. Accounts on this rate are subject to the following condition: Standby service will be available for a maximum of 120 On-Peak Hours.

If this account exceeds: (1) 1325 hours of Standby service annually, or (2) 120 on-peak hours of Standby service, the account will be billed on the rate normally applied to customer's Supplementary service load for the current billing month and the subsequent eleven months.

# **ADJUSTMENT FOR FUEL COSTS**

Fuel costs of \$.01764 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

## STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00008 per Kwhr. for accumulation of a storm damage reserve.

#### **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

## **PAYMENT TERMS**

All bills are net and payable when rendered.

#### **SPECIAL PROVISIONS**

The customer is responsible for all costs associated with interconnection to the Company's system for the purpose of obtaining Supplementary or Standby power.

#### **TERM OF CONTRACT**

Contracts shall be written for a period of not less than three (3) years.

## **GENERAL TERMS AND CONDITIONS**

# RATE 16 GENERAL SERVICE TIME-OF-USE

## **AVAILABILITY**

This rate is available to any non-residential customer using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system for power and light requirements and having an on-peak demand of less than 1,000 KW. The second billing month within a twelve billing month period that on-peak demand exceeds 1,000 KW will terminate eligibility under this rate schedule. It is not available for resale service.

## **CHARACTER OF SERVICE**

Alternating Current, 60 hertz. Voltage and phase at the option of the Company.

#### **RATE PER MONTH**

I.	Basic Facilities Charge:	\$20.15	_
II.	Energy Charge:		
A.	On-Peak Kwhrs.		
	1. Months of June-September	\$0.15918	per Kwhr.
	2. Months of October-May	\$0.12500	per Kwhr.
В.	Off-Peak Kwhrs.		
	First 1,000 off-peak Kwhrs. @	\$0.06352	per Kwhr.
	Excess over 1,000 off-peak Kwhrs. @	\$0.06757	per Kwhr.

# **DETERMINATION OF ON-PEAK HOURS**

#### A. On-Peak Hours:

June-September:

The on-peak summer hours are defined as the hours between 1:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.\*

October-May

The on-peak non-summer hours are defined as those hours between 6:00 a.m.-10:00 a.m. and 6:00 p.m.-10:00 p.m. Monday-Friday, excluding holidays.\*

# B. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified as on-peak hours.

\*Holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

#### **MINIMUM CHARGE**

The monthly minimum charge shall be the basic facilities charge as stated above, provided however, when construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction cost in addition to the rate charges above.

#### ADJUSTMENT FOR FUEL COSTS

Fuel cost of \$.01764 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

## STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00038 per Kwhr. for accumulation of a storm damage reserve.

#### **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

## **POWER FACTOR**

If the power factor of the customer's installation falls below 85%, the Company may adjust the billing to a basis of 85% power factor.

## **PAYMENT TERMS**

All bills are net and payable when rendered.

## **SPECIAL PROVISIONS**

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

#### **TERM OF CONTRACT**

The contract terms will depend on the conditions of service. Contracts for installations of a permanent nature shall be written for a period of not less than one (1) year. A separate contract shall be written for each meter at each location.

## **GENERAL TERMS AND CONDITIONS**

RATE 17

MUNICIPAL

STREET LIGHTING

## **AVAILABILITY**

This rate is available to municipal customers using the Company's electric service for area and street lighting.

## RATE

All night street lighting service where fixtures are mounted on Company's existing standard wooden poles which are a part of Company's overhead distribution system will be charged for at the following rates:

		SIZE AND DESCRIPTION		Charges	Kwhrs. per Month
		0.22 0.02 0.000	•		•
7,500	Lumens	(Mercury) (175W) Open Type (non-directional)	\$	7.10	72
7,500	Lumens	(Mercury) (175W) Closed Type	\$	8.65	72
15,000	Lumens	(HPS) (150W) Open Type	\$	7.38	63
15,000	Lumens	(HPS) (150W) Closed Type	\$	9.50	63
20,000	Lumens	(Mercury) (400W) Closed Type	\$	14.93	159
50,000	Lumens	(HPS) (400W) Closed Type	\$	15.00	164
The following	ng fixture	s are available for new installations only to maintain pattern sensitive areas:			
4,000	Lumens	(HPS) (100W) Open Type (non-directional)	\$	7.03	41
9,500	Lumens	(HPS) (100W) Open Type	\$	7.38	45
9,500	Lumens	(HPS) (100W) Open Type (non-directional) - Retrofit	\$	7.38	51
9,500	Lumens	(HPS) (100W) Closed Type	\$	9.50	45
15,000	Lumens	(HPS) (150W) Open Type - Retrofit	\$	7.38	62
15,000	Lumens	(HPS) (150W) Closed Type - Retrofit	\$	9.50	62
10,000	Lumens	(Mercury) (250W) Closed Type	\$	12.19	92
27,500	Lumens	(HPS) (250W) Closed Type	\$	14.10	106
45,000	Lumens	(HPS) (360W) Closed Type - Retrofit	\$	15.00	144

#### All night street lighting service in areas being served from Company's underground distribution system:

The following fixtures which are available for new installations where excavation and back filling are provided for the Company and existing fixtures previously billed as residential subdivision street lighting will be charged for at the following rates:

Post-Top Mounted I	_uminaries	Lamp	itional Charges Month	Lamp	odern Charges Month	Lamp	lassic Charges Month	Kwhrs. per Month
7,500 Lumens	(Mercury) (175W)	\$	17.87	\$	17.87	\$	21.17	72
15,000 Lumens	(HPS) (150W)	\$	18.76	\$	18.76	\$	22.06	63
The following fixtur	e is available for new insta	llation	s only to main	tain pattern s	ensitive areas:	:		
9,500 Lumens	(HPS) (100W) Traditional	\$	18.76					45
15,000 Lumens	(HPS) (150W) - Retrofit	\$	18.76	\$	18.76	\$	22.06	63

#### **MINIMUM CHARGE**

When construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

## ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.01764 per Kwhr. are included in the monthly lamp charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

# STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00152 per Kwhr. for accumulation of a storm damage reserve.

#### **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

#### **PAYMENT TERMS**

All bills are net and payable when rendered.

# **TERM OF CONTRACT**

Contracts under this rate shall be written for a period of not less than ten (10) years; and such contract shall include a provision that the Municipality must purchase all of its electrical requirements from the Company. The Company reserves the right to remove its facilities when subject to vandalism or for other cogent reasons.

## **SPECIAL PROVISIONS**

The Company will furnish, erect, operate and maintain all necessary equipment in accordance with its standard specifications. It is the customer's responsibility to notify the Company when equipment fails to operate properly. Non-standard service requiring underground, special fixtures and/or poles will be furnished only when the customer pays the difference in costs between such non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

#### **GENERAL TERMS AND CONDITIONS**

UNDERGROUND STREET LIGHTING (Page 1 of 2)

## **AVAILABILITY**

This rate is available to customers using the Company's electric service for street and area lighting served from existing underground distribution facilities.

#### **APPLICABILITY**

Applicable only to outdoor lighting with ballast operated vapor lamp fixtures, either mercury vapor (MV), high pressure sodium (HPS), or metal halide (MH), and with poles conforming to Company specifications. Services will be rendered only at locations that, solely in the opinion of the Company, are readily accessible for maintenance. If the Company is required to install light fixtures on poles other than those described herein, the Company will determine in each case the amount and form of payment required.

## **RATE PER LUMINARIES**

	SIZE AND DESCRIPTION	•	Charges Month	Kwhrs. per Month
7,500 Lumens	(MV) (175W) (Acorn, Round, or Octagonal Style)*	\$	13.85	72
10,000 Lumens	(MV) (250W) (Acorn, Round, or Octagonal Style)*	\$	14.95	92
15,000 Lumens	(HPS) (150W) (Acorn, Round, or Octagonal Style)*	\$	14.75	63
7,500 Lumens	(MV) (175W) (Traditional)	\$	11.87	72
7,500 Lumens	(MV) (175W) (Modern)	\$	11.87	72
7,500 Lumens	(MV) (175W) (Classic)	\$	14.67	72
15,000 Lumens	(HPS) (150W) (Traditional)	\$	10.26	63
15,000 Lumens	(HPS) (150W) (Modern)	\$	10.26	63
15,000 Lumens	(HPS) (150W) (Classic)	\$	13.06	63
36,000 Lumens	(MH) (400W) Hatbox	\$	27.78	157
50,000 Lumens	(HPS) (400W) Hatbox	\$	26.50	152
110,000 Lumens	(MH) (1000W) Hatbox	\$	40.77	355
140,000 Lumens	(HPS) (1000W) Hatbox	\$	36.55	360
20,000 Lumens	(MV) (400) Shoebox Type	\$	16.82	159
45,000 Lumens	(HPS) (400W) Shoebox Type	\$	18.39	164
40,000 Lumens	(MH) (400W) Shoebox Type	\$	23.69	167
	RATE PER POLE			
12' Smooth/Flute	d Aluminium (Mounted Height)	\$	22.00	
14' Smooth/Fluted Aluminium (Mounted Height)			22.65	
17' Standard Fiberglass (Mounted Height)			9.00	
42' Square Aluminium/Direct Buried (35' Mounted Height)			24.00	
42' Round Alumir	ium/Direct Buried (35' Mounted Height)	\$	24.00	
35' Round Alumir	ium/Base Mounted (Add Base To Determine Mounted Height))	\$	32.00	

## RESIDENTIAL SUBDIVISION CUSTOMER CHARGE

\$ 35.00

\*The lights described above may be installed in new or existing residential subdivisions at the ratio of one light for either every four (4) or six (6) metered residences. An administrative charge of \$2.50 will be added to each fixture billed under this provision. Each monthly bill rendered will include an amount for the installed lighting. Such amount will be determined by adding the appropriate charges above for the installed luminaries, pole and administrative charge and dividing such charge by either four (4) or six (6).

35' Square Aluminium/Base Mounted (Add Base To Determine Mounted Height)

# REPLACEMENT OF EXISTING SYSTEMS

In the event that the customer desires to replace an existing lighting system owned and operated by the company, the customer shall be required to pay to the Company an amount equal to the provision for early contract termination listed below.

UNDERGROUND STREET LIGHTING (Page 2 of 2)

## PROVISION FOR EARLY CONTRACT TERMINATION

In the event that the customer terminates the contract prior to the end of the contract term, the customer shall pay as the termination charge the appropriate charges above excluding fuel for the remainder of the contract term; plus the sum of original cost of the installed equipment, less accumulated depreciation through the effective termination date, plus removal and disposal costs, plus environmental remediation costs less any applicable salvage values, the total of which shall in no case be less than zero.

#### MINIMUM CHARGE

When construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

## **ADJUSTMENT FOR FUEL COSTS**

Fuel costs of \$.01764 per Kwhr. are included in the monthly lamp charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

#### STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00152 per Kwhr. for accumulation of a storm damage reserve.

#### SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

## **PAYMENT TERMS**

All bills are net and payable when rendered.

## **TERM OF CONTRACT**

Contracts under this rate shall be written for a period of not less than ten (10) years. The Company reserves the right to remove its facilities when subject to vandalism or for other cogent reasons.

# **SPECIAL PROVISIONS**

The Company will furnish, erect, operate and maintain all necessary equipment in accordance with its standard specifications. Standard service for post top decorative lamps requiring underground wiring shall include one hundred twenty five feet of service conductor, all necessary trenching and back-filling in normal, unimproved soil at a cost of \$3.10 per foot. Non-standard equipment or installation in extraordinary conditions such as, but not limited to, landscaped areas, paved areas, or extremely rocky or wet soil will require the customer to pay the difference in cost between such non-standard equipment and/or extraordinary conditions and the standard service installed under normal conditions or pay to the Company its normal monthly facility charge based on such difference in costs.

## **GENERAL TERMS AND CONDITIONS**

The Company's General Terms and Conditions are incorporated by reference and a part of this rate schedule. Service hereunder is subject to Rules and Regulations for Electric Service of the Public Service Commission of South Carolina.

GENERAL SERVICE CONCURRENT DEMAND TIME-OF-USE

(Page 1 of 2)

## **AVAILABILITY**

This rate is available at the Company's discretion, to a maximum of 10 business entities using the Company's standard electric service. Each business entity shall be comprised of at least 2 non-contiguous premises having a total combined contract demand of at least 1,000 KVA. in addition, each premises shall have a minimum contract demand of 50 KVA. A business entity is defined as a single corporation, partnership, or individual owner. This rate is not available for individual franchise units of a business, nor for subsidiaries operating as a separate corporation or partnership. The individual premises which comprise the business entity should possess similar characteristics and/or load patterns common to the industry in which the entity does business. This schedule is not available to entities which form an association or similar organization solely in an attempt to qualify for service under this rate. The Company reserves the right to make a final determination on what constitutes a business entity as well as the premises making up that entity. This rate is not available for residential customers or resale service.

Service under this rate schedule is dependent on the Company procuring and installing necessary metering equipment and may not be available to premises where multiple delivery points on contiguous properties are not currently combined under contract.

#### **CHARACTER OF SERVICE**

Alternating Current, 60 hertz, three phase metering at the delivery voltage which shall be standard to the Company's operation.

**Diversity Charge** 

B. Off-Peak Kwhrs.

1. All Off-Peak Kwhrs. @

## **RATE PER MONTH**

AC1 - AC2

I. The Diversity Charge will be computed utilizing actual data or modeled using available sample data from similar entities. Once actual data is available for a twelve month period, the Diversity Charge will be reviewed and may be adjusted. The Diversity charge will not be less than zero. The Diversity Charge will be computed according to the following formula:

Where AC1 = Annual Cost Under Current Rate(s) AC2 = Annual Cost Projected Under Concurrent Rate					
II. Basic Facilities Charge:	\$15	5.00	per Premises		
III. Demand Charge:					
A. Concurrent On-Peak Billing Demand					
1. Summer Months of June-September @	\$	19.55	per KVA		
2. Non-Summer Months of October-May @	\$	12.96	per KVA		
B. Concurrent Off-Peak Billing Demand					
1. All Off-Peak Billing Demand @	\$	3.54	per KVA		
IV. Energy Charge:					
A. On-Peak Kwhrs.					
1. Summer Months of June-September @	\$0	.05234	per Kwhr.		
2. Non-Summer Months of October-May @	\$0	.03428	per Kwhr.		

## **BILLING DEMAND**

\$0.02600 per Kwhr.

The concurrent billing demand for the entity will be the maximum integrated 15 minute concurrent demand which may be on a rolling time interval for all the premises' metering points during the calendar month.

For the summer months, the concurrent on-peak billing demand shall be the maximum integrated fifteen minute concurrent demand measured during the on-peak hours of the current month.

For the non-summer months, the concurrent on-peak billing demand will be the greater of: (1) the maximum integrated fifteen minute concurrent demand measured during the on-peak hours of the current month, or (2) eighty percent (80%) of the maximum integrated concurrent demand occurring during the on-peak hours of the preceding months.

The concurrent off-peak billing demand shall be the greatest of the following positive differences: (1) the maximum integrated fifteen minute concurrent demand measured during the off-peak hours minus the on-peak billing demand, (2) the contract demand minus the on-peak billing demand, or (3) 50 KVA per premises minus the on-peak billing demand.

GENERAL SERVICE CONCURRENT DEMAND TIME-OF-USE (Page 2 of 2)

#### **DETERMINATION OF ON-PEAK AND OFF PEAK HOURS**

#### A. On-Peak Hours During Summer Months:

June-September:

The on-peak summer hours are defined as the hours between 1:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.\*

#### B. On-Peak Hours During Non-Summer Months:

May and October:

The on-peak non-summer hours are defined as the hours between 1:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.\*

November-April:

Thpeak non-summer hours are defined as the hours between 6:00 a.m.-12:00 noon and 5:00p.m.-9:00 p.m., Monday-Friday, excluding holidays.\*

#### C. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified above as on-peak hours.

\*Holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

## ADDITION OR REMOVAL OF A PREMISES

An additional premises may be added subsequent to the initial five (5) year contract without an increase in the diversity charge if the entity extends the existing concurrent contract so that the term extends five (5) years after the addition of the new premises. A premises existing at the time that the entity initially elects to take service under this rate schedule may be added without an extension in the concurrent contract term; however, there will be an increase in the diversity charge as each pre-existing premises is added. If an entity wants to terminate service to a premises under this rate schedule and the same time does not add another premises which includes an extension of the contract term, the Company will determine the appropriate termination charge. Alternatively, if the entity adds an additional premises and prefers not to extend the contract term, the diversity charge will increase accordingly and the entity agrees to reimburse the Company for the total cost of connection to the Company's system if service to the new premises is terminated within five (5) years of the service date.

#### ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.01764 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

## STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00022 per Kwhr. for accumulation of a storm damage reserve.

# **BILLING AND PAYMENT TERMS**

Bills will be calculated on a monthly basis. Each premises will receive an individual information bill and the entity will receive a combined bill summarizing all of the premises. All payments, as well as any credit and collection activities, will be at the entity level. All bills are net and payable when rendered.

#### **SALES AND FRANCHISE TAX**

For each premises served under this rate, any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body, will be added to the monthly bill..

# **METERING**

Service under this rate will be provided only after the Company procures and installs at each premises metering which has interval data capabilities to allow for the aggregation of demand for each 15 minute interval in the billing period. Each entity may be required to contribute to the cost of metering installed by the Company to qualify for service under this rate. In addition, the entity must provide a dedicated phone line at each metering point.

## **TERM OF CONTRACT**

The contract terms will depend on the conditions of service above. No contract shall be written for a period of less than five (5) years. A master contract shall be written to include all premises amended as premises are added or deleted.

# SPECIAL PROVISIONS

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

## **GENERAL TERMS AND CONDITIONS**

#### **MEDIUM GENERAL SERVICE**

## **AVAILABILITY**

This rate is available to any non-residential customer using the Company's standard service for power and light requirements and having a contract demand of 75 KVA or over. It is not available for resale service.

#### **CHARACTER OF SERVICE**

Alternating Current, 60 hertz, three phase, metering at the delivery voltage which shall be standard to the Company's operation.

#### **RATE PER MONTH**

## **Demand Charge:**

First 75 KVA of Billing Demand	Billing Demand \$ 1,229.75		_
Excess over 75 KVA of Billing Demand @	\$	14.53	per KVA

The billing demand (to the nearest whole KVA) shall be the greatest of: (1) the maximum integrated fifteen minute demand measured (which may be on a rolling time interval) during the current month; or (2) eighty percent (80%) of the highest demand occurring during the billing months June through September in the eleven preceding months; or (3) sixty percent (60%) of the highest demand occurring during the billing months of October through May in the eleven preceding months; or (4) the contract demand; or (5) 75 KVA.

# Plus Energy Charge:

First 75,000 \$ 0.02847 per Kwhr. Excess over 75,000 \$ 0.02669 per Kwhr.

#### **MINIMUM CHARGE**

The monthly minimum charge is the demand as determined above. The Company may allow a buildup period not to exceed six months for new and expanding accounts during which time the contract demand and/or the minimum demand specified in the rate schedule may be waived. The Company shall not commit itself to a buildup period exceeding six months without prior approval of the Commission for the specific account involved.

#### **ADJUSTMENT FOR FUEL COSTS**

Fuel costs of \$.01764 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

# STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00022 per Kwhr. for accumulation of a storm damage reserve.

## **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body

## **PAYMENT TERMS**

All bills are net and payable when rendered.

# **SPECIAL PROVISIONS**

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

## **TERM OF CONTRACT**

The contract terms will depend on the conditions of service. No contract shall be written for a period of less than five (5) years. A separate contract shall be written for each meter.

## **GENERAL TERMS AND CONDITIONS**

SERVICE FOR COOL
THERMAL STORAGE

#### **AVAILABILITY**

This rider is available to customers served under Rate Schedules 20 and 23 for thermal storage during billing months June through September. Service under this rider shall be available at customer's request and with Company Certification of customer's installed thermal storage system. The qualifying thermal storage unit must be capable of removing at least thirty percent (30%) of the customer's actual or expected load during the on-peak hours. The provisions of Rate Schedules 20 and 23 are modified only as shown herein.

#### **DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS**

#### A. On-Peak Hours:

The on-peak hours during June through September are defined as the hours between 1:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.\*

## B. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified as on-peak hours.

\*Holidays are: Independence Day and Labor Day.

#### **BILLING DEMAND DETERMINATION**

## **Billing Months June Through September**

The on-peak billing demand (to the nearest whole number) shall be the greatest of the following and shall be billed on the Applicable Rate Demand charge:

- (1) The maximum, integrated fifteen minute demand measured (which may be on a rolling time interval) during the hours of 1:00 p.m. to 9:00 p.m., Monday-Friday;
- (2) 90% of the demand registered during these hours for the previous June through September billing period, if service was supplied under this rider. If customer is receiving initial service under this rider, the ratchet during the June through September billing period will be waived.
- (3) The contract demand.
- (4) Applicable Rate Minimum.

# **Billing Months October Through May**

The billing demand (to the nearest whole number) shall be the greatest of the following and shall be billed on the Applicable Rate Demand charge:

- (1) The maximum, integrated fifteen minute demand measured (which may be on a rolling time interval).
- (2) 60% of the highest demand occurring during the preceding October through May billing period.
- (3) The contract demand.
- (4) Applicable Rate Minimum.

## **EXCESS BILLING DEMAND**

# **Billing Months June Through September**

The excess billing demand shall be the positive difference between the maximum integrated fifteen minute demand measured during offpeak hours minus the on-peak billing demand.

# **RATES PER MONTH**

Excess Billing Demand Applicable to Rate 20	\$ 3.85 per KVA
Excess Billing Demand Applicable to Rate 23	\$ 3.85 per KW

# SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

## **TERM OF CONTRACT**

The contract terms will depend on the conditions of service. No contract shall be written for a period less than five (5) years. A separate contract shall be written for each meter at each location.

## **GENERAL TERMS AND CONDITIONS**

GENERAL SERVICE TIME-OF-USE-DEMAND

(Page 1 of 2)

## **AVAILABILITY**

This rate is available to any customer using the Company's standard service for power and light requirements and having a contract demand of 50 KVA and a maximum demand of less than 1,000 KVA. It is not available for resale service.

## **CHARACTER OF SERVICE**

Alternating current, 60 hertz, three phase, metering at the delivery voltage which shall be standard to the Company's operation.

#### **RATE PER MONTH**

I. Basic Facilities Charge:	\$155.00	_
II. Demand Charge:		
A. On-Peak Biling Demand:		
1. Summer Months of June-September @	\$19.55	per KVA
2. Non-Summer Months of October-May @	\$12.96	per KVA
B. Off-Peak Billing Demand		
1. All Off-Peak Billing Demand @	\$3.54	per KVA
III. Energy Charge:		
A. On-Peak Kwhrs.		
1. Summer Months of June-September @	\$0.05234	_per Kwhr.
2. Non-Summer Months of October-May @	\$0.03428	_per Kwhr.
B. Off-Peak Kwhrs.		
1. All Off-Peak Kwhrs. @	\$0.02600	per Kwhr.

#### **BILLING DEMAND**

The billing demands will be rounded to the nearest whole KVA. The maximum integrated fifteen minute demand for any period may be recorded on a rolling time integral.

For the summer months, the on-peak billing demand shall be the maximum integrated fifteen minute demand measured during the on-peak hours of the current month

For the non-summer months, the on-peak billing demand will be the greater of: (1) the maximum integrated fifteen minute demand measured during the on-peak hours of the current month, or (2) eighty percent (80%) of the maximum integrated demand occurring during the on-peak hours of the preceding summer months.

The off-peak billing demand shall be the greatest of the following positive differences: (1) the maximum integrated fifteen minute demand measured during the off-peak hours minus the on-peak billing demand, (2) the contract demand minus the on-peak billing demand or (3) 50 KVA minus the on-peak billing demand.

# **DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS**

# A. On-Peak Hours During Summer Months:

June-September:

The on-peak summer hours are defined as the hours between 1:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.\*

## **B. On-Peak Hours During Non-Summer Months:**

May and October:

The on-peak non-summer hours are defined as the hours between 1:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.\*

The on-peak non-summer hours are defined as these hours between 6:00 a.m.-12:00 noon and 5:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.\*

#### C. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified as on-peak hours.

\*Holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

GENERAL SERVICE TIME-OF-USE-DEMAND (Page 2 of 2)

# **ADJUSTMENT FOR FUEL COSTS**

Fuel cost of \$.01764 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

## STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00022 per Kwhr. for accumulation of a storm damage reserve.

## **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

#### **PAYMENT TERMS**

All bills are net and payable when rendered.

## **SPECIAL PROVISIONS**

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

# **TERM OF CONTRACT**

The contract terms will depend on the conditions of service. No contract shall be written for a period less than five (5) years. A separate contract shall be written for each meter at each location.

#### **GENERAL TERMS AND CONDITIONS**

## RATE 21A

# Experimental Program-General Service Time-Of-Use-Demand

(Page 1 of 2)

## **AVAILABILITY**

This rate is available on a voluntary "first come, first serve" basis to the first 250 Rate 20 customer accounts and any Rate 21 customer account that qualify under the provisions of the stipulation approved by the South Carolina Public Service Commission in Docket #2002-223-E order No. 2003-38 dated January 31, 2003. This rate will be closed after the initial participant group is established, except there will be 25 additional customer accounts that will be allowed to participate on a "first come first serve' basis for new facilities constructed by customers in the initial participant group and as provided for in the stipulation as referenced above. The stipulation referenced above shall provide guidance as to any issue regarding availability on this rate. It is not available for resale service.

#### **CHARACTER OF SERVICE**

Alternating current, 60 hertz, three phase, metering at the delivery voltage which shall be standard to the Company's operation.

#### **RATE PER MONTH**

I. Basic Facilities Charge:	\$155.00	_
II. Demand Charge:		
A. On-Peak Billing Demand:		
1. Summer Months of June-September @	\$18.36	per KVA
2. Non-Summer Months of October-May @	\$11.35	per KVA
B. Off-Peak Billing Demand		
1. All Off-Peak Billing Demand @	\$3.54	per KVA
III. Energy Charge:		
A. On-Peak Kwhrs.		
1. Summer Months of June-September @	\$0.04723	_per Kwhr.
2. Non-Summer Months of October-May @	\$0.03164	_per Kwhr.
B. Off-Peak Kwhrs.		
1. All Off-Peak Kwhrs. @	\$0.02414	_per Kwhr.

# **BILLING DEMAND**

The billing demands will be rounded to the nearest whole KVA. The maximum integrated fifteen minute demand for any period may be recorded on a rolling time interval.

For the summer months, the on-peak billing demand shall be the maximum integrated fifteen minute demand measured during the on-peak hours of the current month.

For the non-summer months, the on-peak billing demand will be the greater of: (1) the maximum integrated fifteen minute demand measured during the on-peak hours of the current month, or (2) eighty percent (80%) of the maximum integrated demand occurring during the on-peak hours of the preceding summer months.

The off-peak billing demand shall be the greatest of the following positive differences: (1) the maximum integrated fifteen minute demand measured during the off-peak hours minus the on-peak billing demand, (2) the contract demand minus the on-peak billing demand or (3) 50 KVA minus the on-peak billing demand.

## **DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS**

## A. On-Peak Hours During Summer Months:

June-September:

The on-peak summer hours are defined as the hours between 1:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.\*

# B. On-Peak Hours During Non-Summer Months:

May and October:

The on-peak non-summer hours are defined as the hours between 1:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.\*

The on-peak non-summer hours are defined as these hours between 6:00 a.m.-12:00 noon and 5:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.\*

# C. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified as on-peak hours.

\*Holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

RATE 21A

Experimental Program-General Service
Time-Of-Use-Demand
(Page 2 of 2)

# ADJUSTMENT FOR FUEL COSTS

Fuel cost of \$.01764 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

## STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00022 per Kwhr. for accumulation of a storm damage reserve.

#### SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

#### **PAYMENT TERMS**

All bills are net and payable when rendered.

# **SPECIAL PROVISIONS**

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

## **TERM OF CONTRACT**

The contract terms will depend on the conditions of service. The contract for this experimental program shall be written for a period of 48 months as provided for in the stipulation approved by the South Carolina Public service Commission in docket No. 2002-223-E, order No. 2003-38 dated July 31, 2003. A separate contract shall be written for each meter at each location.

#### **GENERAL TERMS AND CONDITIONS**

The Company's General Terms and Conditions are incorporated by reference and a part of this rate schedule.

Effective Upon Approval of the Public Service Commission of South Carolina

RATE 22 (S) SCHOOL SERVICE

#### **AVAILABILITY**

This rate is available to customers using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system for general light and/or power service to schools. It is not available for resale service. It is only available to recognized non-boarding schools with up through grade twelve.

#### **CHARACTER OF SERVICE**

Alternating Current, 60 hertz. Voltage and phase at the option of the Company.

#### **RATE PER MONTH**

Basic Facilities Charge	e:	\$ 10.80
Plus Energy Charge:		
First	50,000 Kwhrs.@	\$ 0.07489 per Kwhr.
Excess over	50,000 Kwhrs.@	\$ 0.08542 per Kwhr.

#### MINIMUM CHARGE

The monthly minimum charge shall be the basic facilities charge as stated above, provided however, when construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

#### ADJUSTMENT FOR FUEL COSTS

Fuel cost of \$.01764 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

## STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00038 per Kwhr. for accumulation of a storm damage reserve.

## **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

## **PAYMENT TERMS**

All bills are net and payable when rendered.

## **SPECIAL PROVISIONS**

The Company will furnish service in accordance with its standard specifications. Under no conditions will the Company allow the service to be resold to or shared with others. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

When a school offers activities that, in the sole opinion of the Company, are of a commercial nature such as day care, camps or recreational activities, the Company may require that the account be served under the appropriate general service rate.

# **TERM OF CONTRACT**

Contracts shall be written for a period of not less than five (5) years. A separate contract shall be written for each meter at each location.

## **GENERAL TERMS AND CONDITIONS**

# **INDUSTRIAL POWER SERVICE**

## **AVAILABILITY**

This rate is available to any customer classified in the major industrial group of manufacturing with 20-39 as the first two digits of the Standard Industrial Classification using the Company's standard service for power and light requirements and having a contract demand of 1,000 KW or over. It is not available for resale service.

## **CHARACTER OF SERVICE**

Alternating Current, 60 hertz, three phase, metering at the delivery voltage which shall be standard to the Company's operation.

#### **RATE PER MONTH**

## **Demand Charge:**

First 1,000 KW of Billing Demand	\$ 13,010.00	_
Excess over 1,000 KW of Billing Demand @	\$ 11.71	per KW.

The billing demand (to the nearest whole KW) shall be the greatest of: (1) the maximum integrated fifteen minute demand measured (which may be on a rolling time interval) during the current month; or (2) eighty percent (80%) of the highest demand occurring during the billing months of June through September in the eleven preceding months; or (3) sixty (60%) of the highest demand occurring during the billing months of October through May in the eleven preceding months; or (4) the contract demand; or (5) 1,000 KW.

The customer shall maintain a power factor of as near unity as practicable. If the power factor of the customer's installation falls below 85%, the Company will adjust the billing demand to a basis of 85% power factor.

#### Plus Energy Charge:

All Kwhrs. @ \$ 0.02598 per Kwhr.

#### DISCOUNT

A discount of \$0.60 per KW of billing demand will be allowed when the service is supplied at a delivery voltage of 46,000 volts or higher.

#### MINIMUM CHARGE

The monthly minimum charge is the demand as determined above. The Company may allow a buildup period not to exceed six months for new and expanding accounts during which time the contract demand and/or the minimum demand specified in the rate schedule may be waived. The Company shall not commit itself to a buildup period exceeding six months without prior approval of the Commission for the specific account involved.

# ADJUSTMENT FOR FUEL COSTS

Fuel cost of \$.01764 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina

# STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00008 per Kwhr. for accumulation of a storm damage reserve.

#### **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

#### **PAYMENT TERMS**

All bills are net and payable when rendered.

# **SPECIAL PROVISIONS**

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

# TERM OF CONTRACT

The contract terms will depend on the conditions of service. No contract shall be written for a period less than five (5) years. A separate contract shall be written for each meter at each location.

# **GENERAL TERMS AND CONDITIONS**

INTERRUPTIBLE SERVICE (Page 1 of 2)

#### **AVAILABILITY**

Effective January, 2005 this schedule is capped at current contract levels for existing accounts and closed and is not available to any new account.

This schedule is available to any customer receiving concurrent service from the Company on Rate Schedules 23 or 24. The rider is limited to those customers that can contract for 1,000 KW of interruptive demand or greater during the months of June through September. The following provisions apply in addition to those stated in customer's firm rate schedule and current contract. Total contracted interruptible load for all customers on all of the Company's Interruptible Service Riders cannot exceed 150,000 KW. It is not available for resale service.

Firm Demand Level: The Firm Demand Level (FDL) shall be the KW of demand specified in Interruptible Service Contract to which

customer shall reduce his requirement at the time specified by the Company.

Interruptible Demands (ID) shall be the positive difference between the KW of demand determined from the Interruptible Demand:

Company's metering facilities during each on-peak 15-minute interval in the current billing month less the Firm

Demand Level (FDL). On-peak periods shall coincide with the exposure hours listed below.

The Exposure Period is that period of time within the month during which the Company may curtail all of the **Exposure Period:** 

customer's load in excess of Firm Demand Level (FDL). The Exposure Period shall be as follows:

Billing Month	Exposure Hours	Available Days	Exclusions
November - April	6:00 a.m 12:00 p.m.	Monday - Friday	excluding holidays *
May - October	1:00 p.m 9:00 p.m.	Monday - Friday	excluding holidays *

\*Holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

In case of a system emergency, firm service will have priority over interruptible service even if maximum

curtailable hours have been exhausted.

The Curtailment Period is the period which the customer shall reduce KW demand to the Firm Demand Level **Curtailment Period:** 

(FDL). It shall begin and end at the times specified by the Company at the time of Curtailment Notification. In some cases, the Curtailment Period may be shortened by the Company due to system load or generation changes. In any case, the number of curtailed hours credited toward the annual maximum shall be the number

of Curtailment Period hours initially requested by the Company at the time of Curtailment Notification.

**Curtailment Notification:** The Company will notify the customer of curtailments with as much advance notice as possible. Notification is

currently made by telephone. The customer must provide the Company with telephone numbers that are staffed 24 hours per day. Minimum Curtailment Notification is four (4) hours to an interruption, except during a system

emergency when ten (10) minutes notice will be given, if possible.

**Penalty Demand:** The Penalty Demand is maximum 15 minutes integrated demand in excess of Firm Demand Level (FDL)

recorded by the customer during a Curtailment Period.

## **MONTHLY RATE**

The rate per month shall be that stated on the Industrial Power Service Rate 23 or Large General Service Time-Of-Use Rate 24 schedules for the billing demand and the kilowatt-hours during the current billing month. The interruptible demand shall be reduced by the Demand Credit per KW stated below:

Option	Maximum Annual Curtailment Hours	Interruptible Demand Credit-per KW
А	150	\$2.75
С	300	\$4.50

## PENALTY AND PENALTY CHARGE COMPUTATION

The Company reserves the right to discontinue service to a customer if the customer fails to interrupt as requested. Failure to interrupt as requested will result in the following penalties in addition to the charges set forth in this rider:

- \* If the customer fails to interrupt when requested, all KW above Firm Demand Level (FDL) will be billed at the firm demand charge specified in the applicable firm rate schedule.
- \* If the customer fails to interrupt a second time within the same billing month, the rate per KW will be two (2) times the firm demand charge specified in the applicable firm rate schedule.
- \* If the customer fails to interrupt three (3) times during any twelve month period, the rider may be canceled and the customer billed all Interruptible Credits received for the preceding (12) months.
- \* After cancellation of the rider, the customer may not reapply for Interruptible Service for three (3) years.

Effective upon approval of the Public Service Commission of South Carolina

INTERRUPTIBLE SERVICE (Page 2 of 2)

#### INTERRUPTION OF SERVICE

The customer agrees that curtailment under this Interruptible Rider shall be at the Company's sole discretion. The Company reserves the right to test customer's ability to reduce load to Firm Demand Level (FDL) providing the Company has not requested a Curtailment during the previous twelve months. The customer agrees to prepare a formal, written Curtailment Plan prior to taking service under this schedule. Company shall provide customer with an outline of information required within this Plan. Customer shall file a copy of the current plan with the Company.

# **SPECIAL PROVISIONS**

The Company shall furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference between non-standard and standard service or pays to the Company its normal monthly facility charge based on such difference in costs. The Company will require the customer to install, at customer's expense, a dedicated telephone line or other electronic means to receive notification from the Company. Company reserves the right to electronically record verbal conversations of the Notification of Curtailment.

## **TERM OF CONTRACT**

The contract terms will depend on the conditions of service.	The customer	must have a conti	nuous five y	year contract	with a three	year no	otice of
notification							

Effective upon approval of the Public Service Commission of South Carolina

ECONOMIC INTERRUPTIBLE SERVICE (Page 1 of 2)

## **AVAILABILITY**

This schedule is available to any customer receiving concurrent service from the Company on Rate Schedules 23 or 24. The rider is limited to those customers that can contract for 1,000 KW of interruptive demand or greater during the months of June through September. The following provisions apply in addition to those stated in customer's firm rate schedule and current contract. New contracts will not be accepted under this program if the total contracted interruptible load for all customers on all of the Company's Interruptible Service Riders equals or exceeds 150,000 KW. It is not available for resale service.

#### **DEFINITIONS**

Firm Demand Level:

The Firm Demand Level (FDL) shall be the KW of demand specified in Interruptible Service Contract to which customer shall

reduce his requirement at the time specified by the Company.

Interruptible Demand:

Interruptible Demands (ID) shall be the positive difference between the KW of demand determined from the Company's metering facilities during each on-peak 15-minute interval in the current billing month during the hours of exposure as listed below less the Firm Demand Level (FDL). At no time shall the ID exceed the amount as specified in the Interruptible Service Contract.

It is the responsibility of the Customer to contact the Company to request modifications to the Interruptible Service contract regarding changes in the Customer's operations and the effect that these changes may have on the FDL and ID.

**Exposure Period:** 

The Exposure Period is the minimum period of time during the month during when the Company may curtail all of the customer's load in excess of Firm Demand Level (FDL). The Company and Customer may by mutual agreement extend the Exposure Period. The Exposure Period shall be as follows:

Billing Month	Exposure Hours	Available Days	Exclusions
November - April	6:00 a.m 12:00 p.m.	All Days	excludes holidays *
May - October	1:00 p.m 9:00 p.m.	All Davs	excludes holidavs *

\*Holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and

Christmas Day.

**Curtailment Period:** 

The Curtailment Period is the period during which the Customer shall reduce KW demand to the Firm Demand Level (FDL). It shall begin and end at the times specified by the Company at the time of Curtailment Notification. In some cases, the Curtailment Period may be shortened by the Company due to system load or generation changes. In any case, the number of curtailed hours credited toward the annual maximum shall be the number of Curtailment Period hours initially requested by the Company at the time of Curtailment Notification. In case of a system emergency, firm service will have priority over interruptible service even if the maximum curtailable hours have been exhausted.

**Curtailment Notification:** 

The Company will notify the Customer of curtailments via a communication method selected by the Company with as much advance notice as possible. Minimum curtailment notice is four (4) hours prior to the interruption, except during a System Emergency, when five (5) minutes notice will be given, if possible. For the purpose of this Rider, System Emergency is defined as follows: any circumstance(s) or event(s) which in the Company's sole judgement adversely affect(s) or pose(s) imminent threat of adverse effect(s) on the Company's ability to provide uninterrupted service to its firm Customers, or which adversely affects Company's ability to meet its power quality or system interconnection obligations, and which may be avoided or mitigated by curtailing service to Company's interruptible Customers.

Option to Buy Through Curtailment With the exception of curtailment for System Emergency as defined above and for curtailments due to Capacity shortages, the Customer may be given the opportunity to buy through the curtailment at a quoted market price. The Customer will also be given the opportunity to buy through all economic interruptions involving off-system sales. The Company will post to the Customer not later than 10:00 a.m. the day prior to the planned curtailment the market price. Not later than 12:00 noon the Customer will advise the Company of the intent to buy through curtailment. Once the Customer agrees to buy through, the minimum consumption billed during the period of curtailment will be at least 80% of the average consumption during similar non-curtailed hours during the preceding months of May through October or November through April depending upon the time of year the curtailment is called.

**Penalty Demand:** 

The Penalty Demand is maximum 15 minutes integrated demand in excess of Firm Demand Level (FDL) recorded by the customer during a Curtailment Period.

## INTERRUPTION OF SERVICE

The Customer agrees that curtailment under this Interruptible Rider shall be at the Company's sole discretion subject to the annual limitation on hours of interruption and other guidelines as set forth in this Rider and the Company may curtail Customer for any reason including economics. The customer agrees to prepare a formal, written Curtailment Plan prior to taking service under this schedule. Company shall provide customer with an outline of information required within this Plan. Customer shall file a copy of the current plan with the Company. Customer shall provide when requested by the Company the electronic means to receive notice of curtailment and offering of buy through options. Company reserves the right to electronically record notification delivered by any means.

#### MONTHLY RATE

The rate per month shall be that stated on the Industrial Power Service Rate 23 or Large General Service Time-Of-Use Rate 24 schedules for the billing demand and the kilowatt-hours during the current billing month. The interruptible demand shall be reduced by the Demand Credit per KW stated below:

Maximum Annual Curtailment Hours
450

Interruptible Demand Credit-per KW \$5.75

Effective upon approval of the Public Service Commission of South Carolina

ECONOMIC INTERRUPTIBLE SERVICE (Page 2 of 2)

#### PENALTY AND PENALTY CHARGE COMPUTATION

The Company reserves the right to discontinue service to a customer if the customer fails to interrupt as requested. Failure to interrupt as requested will result in the following penalties in addition to the charges set forth in this rider:

- If the customer fails to interrupt when requested, and has not agreed to an option to buy through, all KW above Firm Demand Level (FDL) will be billed at the firm demand charge specified in the applicable firm rate schedule.
- If the customer fails to interrupt a second time within the same billing month, and in each instance did not agree to an option to buy through, the rate per KW will be two (2) times the firm demand charge specified in the applicable firm rate schedule.
- If the customer fails to interrupt three (3) times during any twelve month period, and in each instance did not agree to an option to buy through, the rider may be canceled and the customer billed all Interruptible Credits received for the preceding (12) months.
- \* After cancellation of the rider, the customer may not reapply for Interruptible Service for three (3) years.

#### **SPECIAL PROVISIONS**

The Company shall furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference between non-standard and standard service or pays to the Company its normal monthly facility charge based on such difference in costs. The Company will require the customer to install, at customer's expense, a dedicated telephone line or other electronic means to receive notification from the Company. Company reserves the right to electronically record verbal conversations of the Notification of Curtailment.

#### **TERM OF CONTRACT**

The Contract Term will be one year commencing May 1 of each year. There will be an open season beginning January 1 and ending on March 1 of each year. The Company will send a letter to all eligible customers at the beginning of each open season notifying them of the available interruptible load at that time. The Company will accept offers to continue current contracts or cancellation of current contracts and offers for new contracts from customers through March 1. These offers shall be in writing and will be dated as of the day the Company receives them. No offer will be accepted if received at the Company offices after March 1. The offers will conform to all requirements of this schedule. The Company will not accept any offers before January 1. The Company will notify customers by April 1 of the acceptance or denial of their offer. Customers with current contracts will receive priority for renewal of those contracts. New customers will receive service on a first come first serve basis depending on the date and time of receipt of their written offer and based on the available interruptible load as discussed in the availability section above.

LARGE GENERAL SERVICE TIME-OF-USE (Page 1 of 2)

## **AVAILABILITY**

This rate is available to any customer using the Company's standard service for power and light requirements and having a contract demand of 1,000 KW or over. It is not available for resale service.

## **CHARACTER OF SERVICE**

Alternating Current, 60 hertz, three phase, metering at the delivery voltage which shall be standard to the Company's operation.

# **RATE PER MONTH**

I. Basic Facilities Charge: \$ 1,300.00		1,300.00	_
II. Demand Charge:			
A. On-Peak Billing Demand			
Summer Months of June-September @	\$	14.94	per KW
2. Non-Summer Months of October-May @	\$	10.29	per KW
B. Off-Peak Billing Demand			
1. All Off-Peak Billing Demand @	\$	4.76	_per KW
III. Energy Charge:			
A. On-Peak Kwhrs.			
1. Summer Months of June-September @	\$	\$0.04496	per Kwhr.
2. Non-Summer Months of October-May @	\$	\$0.03024	per Kwhr.
B. Off-Peak Kwhrs.			
1. All Off-Peak Kwhrs. @	\$	\$0.02339	per Kwhr.

#### **BILLING DEMAND**

The billing demands will be rounded to the nearest whole KW. If the power factor of the customer's current month maximum integrated fifteen minute KW demand for the on-peak and off-peak time periods are less than 85%, then the Company will adjust same to 85%. The maximum integrated fifteen minute demand for any period may be recorded on a rolling time interval.

For the summer months, the on-peak billing demand shall be the maximum integrated fifteen minute demand measured during the on-peak hours of the current month.

For the non-summer months, the on-peak billing demand will be the greater of: (1) the maximum integrated fifteen minute demand measured during the on-peak hours of the current month, or (2) eighty percent (80%) of the maximum integrated demand occurring during the on-peak hours of the preceding

The off-peak billing demand shall be the greatest of the following positive differences: (1) the maximum integrated fifteen minute demand measured during the off-peak hours minus the on-peak billing demand, or (2) the contract demand minus the on-peak billing demand, or (3) 1,000 KW minus the onpeak billing demand.

# DISCOUNT

A discount of \$0.60 per KW of on-peak and off-peak billing demand will be allowed when the service is supplied at a delivery voltage of 46,000 volts or higher.

## **DETERMINATION OF ON-PEAK HOURS**

## A. On-Peak Hours During Summer Months:

June-September:

The on-peak summer hours are defined as the hours between 1:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.\*

#### B. On-Peak Hours During Non-Summer Months:

May and October:

The on-peak non-summer hours are defined as the hours between 1:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.\* November-April:

The on-peak non-summer hours are defined as those hours between 6:00 a.m.-12:00 noon and 5:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.\*

#### C. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified as on-peak hours.

\*Holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

LARGE GENERAL SERVICE TIME-OF-USE (Page 2 of 2)

## MINIMUM CHARGE

The monthly minimum charge is the demand as determined above. The Company may allow a buildup period not to exceed six months for new and expanding accounts during which time the contract demand and/or the minimum demand specified in the rate schedule may be waived. The Company shall not commit itself to a buildup period exceeding six months without prior approval of the Commission for the specific account involved.

# **ADJUSTMENT FOR FUEL COSTS**

Fuel costs of \$.01764 per Kwhr. are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

#### STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00008 per Kwhr. for accumulation of a storm damage reserve.

## **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

#### **PAYMENT TERMS**

All bills are net and payable when rendered.

## **SPECIAL PROVISIONS**

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

# TERM OF CONTRACT

The contract terms will depend on the conditions of service. No contract shall be written for a period of less than five (5) years. A separate contract shall be written for each meter at each location.

## **GENERAL TERMS AND CONDITIONS**

RATE 25 OVERHEAD FLOODLIGHTING

## **AVAILABILITY**

This rate is available to customers using the Company's electric service for Overhead Floodlighting.

#### RATE

All night floodlighting service where fixtures are mounted on Company's standard wooden poles which are part of Company's distribution system will be charged for at the following rates:

		Lamp	Charges	Kwhrs.
	SIZE AND DESCRIPTION	pei	Month	per Month
20,000	Lumens (Mercury) (400W)	\$	17.25	159
40,000	Lumens (Metal Halide) (400W)	\$	23.84	167
45,000	Lumens (HPS) (400W)	\$	18.58	144
55,000	Lumens (Mercury) (1,000W)	\$	26.72	379
110,000	Lumens (Metal Halide) (1000W)	\$	40.15	385
140,000	Lumens (HPS) (1,000W) Flood	\$	32.52	394

The following fixtures are available for new installations only to maintain pattern sensitive areas:

45,000 Lumens	(HPS) (360W) - Retrofit	\$ 18.58	164
130,000 Lumens	(HPS) (940W) - Retrofit	\$ 32.52	370

#### Cost per month for each additional pole:

25'		30'	35'	40'	45'
(Fib	erglass)				
\$	9.00	\$ 4.00	\$ 4.50	\$ 6.00	\$ 7.00

#### MINIMUM CHARGE

When construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

# ADJUSTMENT FOR FUEL COSTS

Fuel costs of \$.01764 per Kwhr. are included in the monthly lamp charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

# STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00152 per Kwhr. for accumulation of a storm damage reserve

# SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

## **PAYMENT TERMS**

All bills are net and payable when rendered.

## **TERM OF CONTRACT**

The initial term of this contract shall be for a period of five (5) years and, thereafter, for like periods until terminated by either party on thirty days' written notice, but the Company may require a contract of initial term up to ten (10) years and may require an advance deposit not to exceed one half of the estimated revenue for the term of the initial contract. The Company reserves the right to remove its facilities when subject to vandalism or for other cogent reasons.

## **SPECIAL PROVISIONS**

The Company will furnish, erect, operate and maintain all necessary equipment in accordance with its standard specifications. It is the customer's responsibility to notify the Company when equipment fails to operate properly. Non-standard service requiring underground, special fixtures and/or poles will be furnished only when the customer pays the difference in costs between such non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

# **GENERAL TERMS AND CONDITIONS**

RATE 26 OVERHEAD PRIVATE
STREET LIGHTING

#### **AVAILABILITY**

This rate is available to customers using the Company's electric service for overhead street lighting.

#### RATE

All night street lighting service where fixtures are mounted on Company's existing standard wooden poles which are a part of Company's distribution system will be charged for at the following rates:

			Lamp	Charges	Kwhrs.
		SIZE AND DESCRIPTION	pe	r Month	per Month
7,500	Lumens	(Mercury) (175W) Open Type	\$	7.82	72
15,000	Lumens	(HPS) (150W) Open Type	\$	8.80	63
20,000	Lumens	(Mercury) (400W) Closed Type	\$	15.16	159
50,000	Lumens	(HPS) (400W) Closed Type	\$	16.46	164
The following	fixtures are	e available for new installations only to maintain p	attern sensitive are	eas:	
9,500	Lumens	(HPS) (100W) Open Type	\$	8.80	45
9,500	Lumens	(HPS) (100W) Closed Type	\$	9.65	45
10,000	Lumens	(Mercury) (250W) Open Type	\$	12.49	92
15,000	Lumens	(HPS) (150W) Open Type - Retrofit	\$	8.80	63
27,500	Lumens	(HPS) (250W) Closed Type	\$	14.91	106
45,000	Lumens	(HPS) (360W) Closed Type - Retrofit	\$	16.46	144

## Cost per month for each additional pole:

25'		30'	35'	40'	45'
(Fibe	rglass)				
\$	8.00	\$ 4.00	\$ 4.50	\$ 6.00	\$ 7.00

#### MINIMUM CHARGE

When construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

#### **ADJUSTMENT FOR FUEL COSTS**

Fuel costs of \$.01764 per Kwhr. are included in the monthly lamp charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

#### STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00152 per Kwhr. for accumulation of a storm damage reserve.

## **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

## **PAYMENT TERMS**

All bills are net and payable when rendered.

# **TERM OF CONTRACT**

The initial term of this contract shall be for a period of five (5) years and, thereafter, for like periods until terminated by either party on thirty days' written notice, but the Company may require a contract of initial term up to ten (10) years and may require an advance deposit not to exceed one half of the estimated revenue for the term of the initial contract. The Company reserves the right to remove its facilities when subject to vandalism or for other cogent reasons.

## **SPECIAL PROVISIONS**

The Company will furnish, erect, operate and maintain all necessary equipment in accordance with its standard specifications. It is the customer's responsibility to notify the Company when equipment fails to operate properly. Non-standard service requiring underground, special fixtures and/or poles will be furnished only when the customer pays the difference in costs between such non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

#### **GENERAL TERMS AND CONDITIONS**

(Page 1 of 2)

# RESIDENTIAL SUBDIVISION STREET LIGHTING

## **AVAILABILITY**

Available to residential subdivisions located on the Company's distribution system. Residents of established subdivisions must first execute a street lighting agreement with the Company. This rate schedule is not available for lighting parking lots, shopping centers, other public or commercial areas nor the streets of an incorporated municipality.

#### RATE

All night street lighting service where fixtures are mounted on Company's existing standard wooden poles which are a part of Company's overhead distribution system will be charged for at the following rates:

The following amount will be added to each monthly bill rendered for residential electric service within the subdivision:

<b>Bracket Mour</b>	nted Lumin	<u>aries</u>				
			Lamp	Charges	•	
Open Type Globe - 1 light per 8 customers or fraction thereof		ht per 8 customers or fraction thereof	per Month			
7,500	Lumens	(Mercury) (175W)	\$	1.79	per customer	
15,000	Lumens	(HPS) (150W) - Retrofit	\$	1.91	per customer	

The following mercury vapor fixtures are available for new installations only to maintain pattern sensitive areas:

Open Type Globe - 1 light per 4 customers or fraction thereof							
7,500 Lumens (Mercury) (175W)	\$	3.58	per customer				
Open Type Globe - 1 light per 3 customers or fraction thereof							
7,500 Lumens (Mercury) (175W)	\$	4.77	per customer				
Open Type Globe - 1 light per 2 customers or fraction thereof							
7,500 Lumens (Mercury) (175W)	\$	7.16	per customer				

All night street lighting service in subdivisions being served from Company's underground distribution system:

The following amount will be added to each monthly bill rendered for residential electric service within the subdivision:

Post-Top Mounted Luminaries  1 light per 6 customers or fraction thereof		ditional Charges Month	Lamp	odern Charges Month	Classic Lamp Charges per Month		
7,500 Lumens (Mercury) (175W)	\$	3.90	\$	3.90	\$	4.36	
15,000 Lumens (HPS) (150W) - Retrof	it \$	3.63	\$	3.63	\$	4.09	
1 light per 4 customers or fraction thereof							
7,500 Lumens (Mercury) (175W)	\$	5.84	\$	5.84	\$	6.54	
15,000 Lumens (HPS) (150W) - Retrof	it \$	5.44	\$	5.44	\$	6.14	

The following fixture is available for new installations only to maintain pattern sensitive ares:

1 light per 6 customers of				
9,500 Lumens	(HPS) (100W) - Traditional	\$	3.63	per customer

## MINIMUM CHARGE

When construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

# **ADJUSTMENT FOR FUEL COSTS**

Fuel costs of \$.01764 per Kwhr. are included in the monthly lamp charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

# STORM DAMAGE COMPONENT

The energy charges above include a storm damage component of \$.00152 per Kwhr. for accumulation of a storm damage reserve.

## **SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

# **PAYMENT TERMS**

All bills are net and payable when rendered.

(Page 2 of 2)

## RESIDENTIAL SUBDIVISION STREET LIGHTING

#### **TERM OF CONTRACT**

The initial term of this contract shall be for a period of five (5) years and, thereafter, for like periods until terminated by either party on thirty days' written notice, but the Company may require a contract of initial term up to ten (10) years and may require an advance deposit not to exceed one half of the estimated revenue for the term of the initial contract. The Company reserves the right to remove its facilities when subject to vandalism or for other cogent reasons.

#### **SPECIAL PROVISIONS**

The Company will furnish, erect, operate and maintain all necessary equipment in accordance with its standard specifications. It is the customer's responsibility to notify the Company when equipment fails to operate properly. Non-standard service requiring underground, special fixtures and/or poles will be furnished only when the customer pays the difference in costs between such non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

## **GENERAL TERMS AND CONDITIONS**

The Company's General Terms and Conditions are incorporated by reference and a part of this rate schedule.

Effective Upon Approval of the Public Service Commission of South Carolina

# Rider to Residential Subdivision Street Lighting

# **AVAILABILITY**

This rider is available to and applicable to all residential accounts in the former town of James Island in Charleston County.

# RATE

All residential accounts will have the following charge added to regular current monthly electric bills;

	_	ng Charge month
Areas served by underground distribution Areas served by overhead distribution	\$ \$	2.58 0.96

# **ANNUAL ADJUSTMENT**

The lighting charge per month may be adjusted annually to reflect current lights installed, current customers, and the cumulative over/under collection of lighting costs.

Effective August 6, 1998

# **SOUTH CAROLINA ELECTRIC & GAS COMPANY**

# **ELECTRIC CONTRACTED RATES**

Name of Customer Rate

State Line Accounts\* 23

U. S. Department of Energy Savannah River Operations

Base Contract <u>Demand Charge:</u>

First 1,000 KW \$ 11,055 Excess over 1,000 KW \$ 9.95 per KW

**Energy Charge:** 

All KWhr. @ \$ 0.02598 per KWhr.

INTERNATIONAL PAPER Eastover Mills

Economy Power Rate Administrative Charges: \$ 1,300.00 per month

**On-Peak Energy Charge:** 

Fuel cost of highest cost generation unit or purchased power (other than

cogeneration) plus \$ 0.01041 per KWhr.

Off-Peak Energy Charge:

Fuel cost of highest cost generation unit or purchased power (other than

cogeneration) plus\$ 0.00573per KWhr.Excess Demand Charge:\$ 15.00per KW

Standby Power Rate <u>Demand Charge:</u>

On-peak June-September\$ 0.32350per KW/DayOn-peak October-May\$ 0.17060per KW/DayOff-peak\$ 0.13680per KW/Day

**Energy Charge:** 

Same as that for Economy Power above

Excess Demand Charge: \$ 15.00 per KW

Effective Upon Approval of the Public Service Commission of South Carolina

# **SOUTH CAROLINA ELECTRIC & GAS COMPANY**

# **ELECTRIC CONTRACTED RATES**

# **INTERNATIONAL PAPER - continued**

Maintenance Power Rate	Demand Charge:	\$ 0.36530 \$ 0.02598		per KW/Day
	Energy Charge:			per Kwhr.
	Company Provided KVAR	\$ 0.	14773	per KVAR
Foster Wheeler Charleston Resource Recovery Facility				
Standby Power Rate	Facility Charge:	\$	1,300	per Month
	Demand Charge:			
	First 1325 hours of standby service	\$	5.27	per KW
	Excess over 1325 hours of standby service	\$	11.71	per KW
	Energy Charge:	_		
	On-peak	\$ 0.	03280	per Kwhr.
	Off-peak	\$ 0.	02598	per Kwhr.
Maintenance Power Rate	Demand Charge:	\$ 0.	26560	per KW/Day

Contracted lighting, signal and roadway lighting, etc.

**Negotiated Contracts** 

Energy Charge:

Note:

- (1) Fuel costs of \$.01764 per KWhr are included in the Energy Charge and subject to adjustment by order of the Public service Commission of South Carolina.
- (2) The Energy Charges above include a storm damage component of \$.00008 per KWhr for accumulation of a storm damage reserve except contracted lighting, including signal and roadway lighting, which is \$.00152 per KWhr.

\$ 0.02598 per Kwhr.

<sup>\*</sup> After contractual (1925 and 1955) adjustments

# **SOUTH CAROLINA ELECTRIC & GAS COMPANY**

#### ADJUSTMENT FOR FUEL COSTS

#### **APPLICABILITY**

This adjustment is applicable to and is part of the Utility's South Carolina retail electric rate schedules.

The Public Service Commission has determined that the costs of fuel in an amount to the nearest one-thousandth of a cent, as determined by the following formula, will be included in the base rates to the extent determined reasonable and proper by the Commission

$$F = \frac{E}{S} + \frac{G}{S1}$$

#### Where:

- **F** = Fuel cost per kilowatt-hour included in base rate, rounded to the nearest one-thousandth of a cent.
- **E** = Total projected system fuel costs:
  - (A) Fuel consumed in the Utility's own plants and the Utility's share of fuel consumed in jointly owned or leased plants. The cost of fossil fuel shall include no items other than those listed in Account 151 of the Commission's Uniform System of Accounts for Public Utilities and Licensees plus SO2 emission allowances. The cost of nuclear fuel shall be that as shown in Account 518 excluding rental payments on leased nuclear fuel and except that, if Account 518 also contains any expense for fossil fuel which has already been included in the cost of fossil fuel, it shall be deducted from this account.

#### **PLUS**

(B) Fuel costs related to purchased power and applicable SO2 emission allowances such as those incurred in unit power and Limited Term power purchases where the fossil fuel costs and applicable SO2 emission allowances associated with energy purchased are identifiable and are identified in the billing statement. Also the cost of 'firm generation capacity purchases,' which are defined as purchases made to cure a capacity deficiency or to maintain adequate reserve levels; costs of firm generation capacity purchases include the total delivered costs of firm generation capacity purchased and shall exclude generation capacity reservation charges, generation capacity option charges, and any other capacity charges.

#### **PLUS**

(C) Fuel costs related to purchased power and applicable SO2 emission allowances such as Short Term, Economy and other where the energy is purchased on an economic dispatch basis, including the total delivered cost of economy purchases defined as purchases made to displace higher cost generation at a cost which is less than the purchasing utilities' avoided variable costs for the generation of an equivalent quanity of electric power.

Energy receipts that do not involve money payments such as diversity energy and payback of storage energy are not defined as purchased or interchange power relative to this fuel calculation.

### MINUS

(D) The cost of fossil fuel and applicable SO2 emission allowances recovered through intersystem sales including the fuel costs and applicable SO2 emission allowances related to economy energy sales and other energy sold on an economic dispatch basis.

Energy deliveries that do not involve billing transactions such as diversity energy and payback of storage energy are not defined as sales relative to this fuel calculation.

- **S** = Projected system kilowatt-hour sales excluding any intersystem sales.
- **G** = Cumulative difference between jurisdictional fuel revenues billed and fuel expenses at the end of the month preceding the projected period utilized in E and S.
- S1 = Projected jurisdictional kilowatt-hour sales, for the period covered by the fuel costs included in E.

The appropriate revenue related tax factor is to be included in these calculations.

Provided that the terms of S.C. Code Ann. Sec. 58-27-865 shall govern this calculation and in case of any conflict, this statute shall control over the above.

The fuel cost as determined by the Public Service Commission of South Carolina Order No. 2004- for the period 1.764 cents per kilowatt hour.

# SOUTH CAROLINA ELECTRIC & GAS COMPANY TERMS AND CONDITIONS – REDLINE

# **EXHIBIT C1**

#### GENERAL TERMS AND CONDITIONS

#### I. GENERAL

#### A. FOREWORD

- In contemplation of the mutual protection of both South Carolina Electric & Gas Company and its Customers and for the purpose of rendering an impartial and more satisfactory service, the General Terms and Conditions of the Company are hereby set forth and filed with the Public Service Commission of South Carolina, which has jurisdiction over public utilities, so as to read as hereinafter set forth; the same being incorporated by reference in each contract or agreement for service.
- These Terms and Conditions are supplementary to the Rules and Regulations issued by the Public Service Commission of South Carolina covering the operation of electric utilities in the State of South Carolina.
- 3. These Terms and Conditions may be supplemented for specific Customers by contract.
- 4. South Carolina Electric & Gas Company is referred to herein as "Company", and the user or prospective user is referred to as "Customer". The Public Service Commission of South Carolina is referred to as "Commission"

#### B. Application

Provisions of these Terms and Conditions apply to all persons, partnerships, corporations or others designated as Customers who are lawfully receiving electric service from Company under the prescribed Rate Schedules or contracts filed with the Commission. Receipt of service shall constitute a contract between Customers and Company. No contract may be transferred without the written consent of the Company.

#### C. Term of Service

The rates prescribed by the Commission are based upon the supply of service to each individual Customer for a period of not less than one year, except as otherwise specifically provided under the terms of the particular Rate Schedule or contract covering such service.

#### D. Terms and Conditions

The Terms and Conditions contained herein are a part of every contract for service entered into by the Company and govern all classes of service where applicable unless specifically modified as a provision or provisions contained in a particular Rate Schedule or contract.

#### E. Selection of Appropriate Rate

Where two or more Rate Schedules are available, the Company will attempt to assist the Customer to a reasonable extent in determining which Schedule to select. The Company may allow a buildup period not to exceed six months for new and expanding accounts during which time the contract demand and/or minimum demand specified in the Rate Schedule may be waived. It is the responsibility of the Customer to select the Rate and the Company will not assume responsibility for the choice.

## F. Temporary Service

Temporary or seasonal service will be furnished under the appropriate General Service Rate Schedule to any Customer. Temporary service shall include all construction services having a life expectancy of one year or less. Payment is required in advance for the full cost of erecting and removing all lines, transformers, and other service facilities necessary for the supply of such service.

# G. Statements by Agents

No representative of the Company has authority to modify any Rule of the Commission, provisions of Rate Schedules or to bind the Company by any promise or representation contrary thereto.

Supersedes General Terms & Conditions For Electric Issued <del>January 15, 1996</del>-February 1, 2003

#### II. DEFINITIONS

Except where the context otherwise indicates another or different meaning or intent, the following terms are intended and used and shall be construed to have meanings as follows:

- A. "Day" shall mean period of twenty-four (24) consecutive hours beginning at 12 o'clock Midnight Eastern Time or at such other hours as may be designated.
- B. "Month" or "Billing Month" shall mean the period between any two (2) regular readings of Company's meters which shall not be less than twenty-eight (28) days or more than thirty-four (34) days.
- C. "Year", unless otherwise designated, shall mean a period of 365 days commencing with the day of first delivery of electricity hereunder, and each 365 days thereafter except that in a year having a date of February 29, such year shall consist of 366 days.
- D. "Premises" shall mean home, apartment, dwelling unit, shop, factory, business location (including signs and water and sewage pumps), church, or other building or structure which shelters the Customer for his individual or collective occupancy where all services may be taken from a single connection.
- E. "Service Point" or "Point of Interconnection" shall mean the point at which Company's and Customer's conductors are connected.
- F. "Standard Service" means a single service per premises from one electrical source and from existing overhead facilities.

#### III. CONDITIONS OF SERVICE

#### A. GENERAL

The Customer shall consult with and furnish to the Company such information as the Company may require to determine the availability of the Company's Service at a particular location before proceeding with plans for any new or additional electric loads. No new or additional electric loads will be served if it is determined that such service will jeopardize service to existing Customers. Failure to give notice of additions or changes in load or location shall render the Customer liable for any damage to the meters or other apparatus and equipment of the Company, the Customer and/or other Customers caused by the additional load or changed installation.

# B. Character of Service

Electric energy supplied by the Company shall be standard alternating current at a frequency of approximately 60 hertz and shall be delivered only at voltages and phases as specified by the Company.

#### C. Rights-of-Way

The Company shall not be required to extend its distribution and service facilities, for the purpose of rendering electric service to the Customer until satisfactory rights-of-way, easements or permits have been obtained from governmental agencies and property owners, at the Customer's expense to permit the installation, operation, and maintenance of the Company's lines and facilities. The Customer, in requesting or accepting service, thereby grants the Company without charge necessary rights-of-way and trimming and clearing privileges for its facilities along, across, and under property controlled by the Customer to the extent that such right-of-way and trimming and clearing privileges for its facilities along, across, and under property controlled by the Customer to the extent that such rights-of-way and trimmings are required or necessary to enable Company to supply service to the Customer and the Customer also grants the Company the right to continue to extend the Company's facilities on, across, or under with necessary trimming and clearing rights to serve other Customers. Customer shall maintain such right-of-way so as to grant Company continued access to its facilities by Company's vehicles and other power-operated equipment.

Supersedes General Terms & Conditions
For Electric Issued January 15, 1996 February 1, 2003

#### D. Customer's Installation

Customer's service installations shall be made in accordance with these General Terms and Conditions, Specifications for Service and Meter Installations, existing provisions of the National Electrical Code, the Regulations of the National Board of Fire Underwriters and such other regulations as may be promulgated from time to time by any municipal bureau or other governmental agency having jurisdiction over the Customer's installation or premises.

Customer's wiring and equipment must be installed and maintained in accordance with the requirements of the local, municipal, state, and federal authorities, and the Customer shall keep in good and safe repair and condition such wiring and equipment on Customer's side of the service point exclusive of Company's metering facilities and equipment.

Customer's service entrance requirements shall be stipulated in the Electric Service and Meter Installations Manual, and other manuals published by the Company and approved by the Commission.

Before wiring a premise or purchasing equipment, the Customers shall give the Company notice and shall ascertain from the Company the character of service available at such premises. The Company may specify the voltage and phase of the electricity to be furnished, the location of the meter, and the point where the service connection shall be made.

Customer's service entrance requirements shall be stipulated in the Electric Service and Meter Installations Manual, and other manuals published by the company and approved by the Commission.

It is the standard practice of the Company to provide all requirements of service for the Customer through a single metering point at each premises.

Where more than one service is required by the Customer, and requested services meet all applicable code requirements the Company will provide such additional service upon payment by the Customer to the Company of the charges above the first service. Each service point shall be a separate account. No new service will be connected without proper release from the inspecting authority having jurisdiction.

Customer shall furnish at his sole expense any special facilities necessary to meet his particular requirements for service at other than the standard conditions specified under the provision of the applicable Rate Schedule. The Customer shall also provide protection for Customer's equipment from conditions beyond the Company's control including, but not limited to, protective devices for single-phase conditions. The Customer shall also provide a suitable place, foundation and housing where, in the judgment of the Company, it is deemed necessary to install transformers, regulators, control or protective equipment on the Customer's premises.

All equipment supplied by the Company shall remain its exclusive property and Company shall have the right to remove the same from the premises of Customer at any time after termination of service for any cause.

Should Customer elect, for any reason, to request relocation of Company's facilities or take any action, which requires such relocation, customer may be required to reimburse the Company for all costs as a result of such relocation. Company may relocate existing service and facilities, at Company's expense, when necessary for system design or operation and maintenance requirements.

The Customer shall be responsible for the protection and safekeeping of the equipment and facilities of the Company while on the Customer's premises and shall not permit access thereto except by duly authorized representatives of the Company. Customer assumes responsibility and liability for damages and injuries caused by failure or malfunctions of Customer's equipment.

Supersedes General Terms & Conditions For Electric Issued <del>January 15, 1996</del> February 1, 2003

#### E. Special Equipment

Where a separate transformer or other additional electrical utility standard equipment or capacity is to be used to eliminate fluctuations or other effects detrimental to the quality of service to other Customers due to welding or X-ray equipment, etc., the Company may make a reasonable charge for the transformer equipment and line capacity required. In lieu of the above, the Company may require the Customer to either discontinue the operation of the equipment causing the disturbance or install the necessary motor generator set or other apparatus to eliminate the disturbance detrimental to the service of other Customers.

#### F. Safe Access to Customer's Premises

The duly authorized representatives of the Company shall be permitted at any and all reasonable times to inspect, operate and maintain the Company's and the Customer's facilities and equipment for any and all purposes connected with the delivery of service, the determination of connected load or other data to be used for billing purposes, the determination of Customer load requirements or the exercise of any and all rights under the agreement.

#### G. Company's Installation and Service

Where the Customer's requested service to be supplied by the Company does not produce revenue sufficient to support the expenditure required, the Company will determine in each case the amount of payment and form thereof that shall be required of the Customer.

Electricity supplied by the Company shall not be electrically connected with any other source of electricity without reasonable written notice to the Company and agreement by the parties of such measures or conditions, if any, as may be required for reliability of both systems.

Service supplied by the Company shall not be resold or assigned by the Company to others on a metered or unmetered basis; nor shall the Customer's wiring be connected to adjacent or other premises not owned or operated by the Customer without specific written approval of the Company and of the Commission.

The Company's service facilities will be installed above ground on poles or fixtures; however, underground facilities will be provided when requested in accordance with the Company's appropriate underground service publications.

In Areas of Overhead Distribution: The Company will install and maintain an overhead service drop for loads up to 500 KVA from its overhead distribution system to the Customer's service connection provided the transformer can be placed in the proximity of the service point. For residential Customers, if specifically requested by the Customer, the Company will install and maintain a single phase underground service to any residence (terrain permitting) provided the Customer pays in advance the difference in cost between a new overhead service and the new underground service of equal current carrying capacity.

In Areas of Underground Distribution: The Company will install and maintain the necessary underground facilities to provide a point of service at the Customer's property line or at another location designated by the Company. For residential Customers, the Company will install and maintain a single-phase service to the service point as designated by Company, up to a maximum length of 125 feet. If the requested residential service to Company's designated service point exceeds 125 feet in length, the Customer will pay in advance the total additional cost for that portion in excess of 125 feet in length. For underground service other than residential, the Customer shall furnish, install and maintain necessary service conductors and conduit from their service equipment to the Company's designated point of service regardless of meter location.

# H. Term of Contract

The Term of Contract for service shall be for a term of one year with automatic renewal except as otherwise provided in the applicable Rate Schedule. Where a large or special investment in service facilities is necessary, or other special conditions exist, contracts may be written for (1) a longer term than specified in the Rate Schedule, or (2) a special guarantee of revenue, or (3) a facility charge, or (4) all of these conditions as may be required to safeguard the Company's investment.

Supersedes General Terms & Conditions For Electric Issued  $\frac{1}{2}$  February 1, 2003

#### I. Continuance of Service and Liability Therefor

The Company does not guarantee continuous service. Company shall use reasonable diligence at all times to provide uninterrupted service but shall not be liable for any loss, cost damage or expense to any Customer occasioned by any failure to supply electricity according to the terms of the contract or by any interruption or reversal of the supply of electricity, if such failure, interruption or reversal is due to storm, lightning, fire, flood, drought, strike, or any cause beyond the control of the Company, or any cause except willful default or neglect on its part.

The Company reserves the right to curtail or temporarily interrupt Customer's service when it shall become necessary in order that repairs, replacement or changes may be made in the Company's facilities and equipment, either on or off Customer's premises.

The Company may impose reasonable restrictions on the use of service during peak periods of excessive demand or other difficulty, which jeopardizes the supply of service to any group of Customers.

The Company may waive any minimum charge or guarantee payments for service upon written notice from and request of Customer during such time as the Customer's plant may be completely closed down as a result of strike, lockout, government order, fire, flood, or other acts of God: provided however, that Customer specifically agrees that the term of the service contract shall be extended for a period equal to the period of enforced shutdown. (See Section VII, Force Majeure).

# J. Denial or Discontinuance of Service

The Company may refuse or discontinue service and remove the property of the Company without liability to the Customer, or tenants or occupants of the premises served, for any loss, cost, damage or expense occasioned by such refusal, discontinuance or removal, including but not limited to, any of the following reasons:

- In the event of a condition determined by the Company to be hazardous or dangerous.
- In the event Customer's equipment is used in such a manner as to adversely Affect the Company's service to others.
- 3. In the event of unauthorized or fraudulent use of Company's service.
- 4. Unauthorized adjustments or tampering with Company's equipment.
- 5. Customer's failure to fulfill his contractual obligations.
- For failure of the Customer to permit the Company reasonable access to its equipment.
- For nonpayment of bill for service rendered provided that the Company has made reasonable efforts to effect collection.
- 8. For failure of the Customer to provide the Company with a deposit.
- For failure of the Customer to furnish permits, certificates, and rights-ofway, as necessary in obtaining service, or in the event such permissions are withdrawn or terminated.
- 10. The Company shall not furnish its service to any applicant who at the time of such application is indebted to any member of his household is indebted under an undisputed bill for service, previously furnished such applicant or furnished any other member of the applicant's household or business.
- 11. The Company may terminate a Customer's service should the Customer be in arrears on an account for service at another premises.

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- 12. For the reason that the Customer's use of the utility service conflicts with, or violates orders, ordinances or laws of the State or any subdivision thereof, or of the Commission.
- 13. For failure of the Customer to comply with reasonable restrictions on the use of service. The Company may discontinue service without notice for reasons (1), (2), and (3) above. For the remainder of the reasons, the Customer shall be allowed a reasonable time in which to correct any discrepancy.

Failure of the Company to terminate or suspend service at any time after the occurrence of grounds therefore or to resort to any other legal remedy or to exercise any one or more of such alternative remedies, shall not waive or in any manner affect the Company's right to later resort to any or more of such rights or remedies on account of any such ground then existing or which may subsequently occur.

#### K. Reconnection Charge

Where the Company has discontinued service for reasons listed in Section III-J, the Customer is subject to a reconnection charge of \$15.0025.00 in addition to any other charges due and payable to the Company. When Company personnel are unable to reconnect service due to actions taken by the customer, a reconnection charge will apply for each trip. In cases where both electric and gas service are reconnected at the same time on the same premises for the same Customer, only one charge will be made.

Where the Customer interrupts or terminates service and subsequently requests reconnection of service at the same premises the reconnection charge will apply.

#### IV. BILLING AND PAYMENT TERMS

#### A. General

The rates specified in the various service classifications are stated on a monthly basis. Unless extenuating circumstances prevent, the Company will read meters at regular monthly intervals and render bills accordingly. If for any reason a meter is not read, the Company may prepare an estimated bill based on the Customer's average use billed for the preceding 60 days or from other information as may be available. All such bills are to be paid in accordance with the standard payment terms, and are subject to adjustment on the basis of actual use of service as computed from the next reading taken by the Company's representative or for any circumstances known to have affected the quantity of service used. No more than one estimated bill shall be rendered within a 60-day period unless otherwise agreed to by the Customer or allowed by the Commission.

All billing errors shall be adjusted in accordance with the Commission's Rules and Regulations.

#### B.Customer's Obligations

The Customer is responsible for electricity furnished and for all charges under the agreement until the end of term thereof.

All bills shall be due and payable when rendered. Notice and collection of unpaid bills will be in accordance with the current Rules and Regulations of the Commission.

No Claim or demand which the Customer may have against the Company shall be set off or counterclaimed against the payment of any sum of money due the Company by the Customer for services rendered. All such sums shall be paid in accordance with the agreement regardless of any claim or demand.

Should service be terminated, the Customer's deposit shall be applied to reduce or liquidate the account. Service may be restored upon payment of the account, in full, plus the late payment charge set forth below, the reconnection charge set forth above and a deposit as set forth below.

# C. Late Payment Charge

A late payment charge of one and one half per cent  $(1 \frac{1}{2})$  will be added to any balance remaining twenty-five (25) days after the billing date.

Supersedes General Terms & Conditions For Electric Issued  $\frac{1}{2}$  Tebruary 15, 1996—February 1, 2003

Effective On February 1, 2003. Effective Upon Approval of the

Public Service Commission of

#### D. Deposit

A maximum deposit in an amount equal to an estimated two (2) months (60 days) bill for a new Customer or in an amount equal to the total actual bills of the highest two (2) consecutive months based on the experience of the preceding twelve (12) months or a portion of the year if on a seasonal basis may be required from the Customer as security for payment of the account before service is rendered or continued if any of the following conditions exist:

- (1) The Customer's past payment record to the Company shows delinquent payment practice;
- (2) A new Customer cannot furnish either a letter of good credit from a reliable source or any acceptable cosigner or guarantor on the Company's system to guarantee payment;
- (3) A Customer has no deposit and presently is delinquent in payments;
- (4) A Customer has had his service terminated for non-payment or fraudulent use. All deposits may be subject to review based on the actual experience of the Customer. The amount of the deposit may be adjusted upward or downward to reflect the actual billing experience and payment habits of the Customer.
- (5) In addition to the above requirements, all existing non-residential customers that are not sole proprietorships whose electric bills total at least \$25,000 or more per billing period for at least three billing periods of the previous 12 billing periods may be required to provide a deposit in an amount that is compliant with existing South Carolina Public Service Commission rules and regulations based on any of the following conditions:
  - a.) The customer's authorized spokesperson or officer has admitted to the Company and/or public media (newspaper, magazine, television, or radio) that they may be unable to pay their existing debt.
  - b.) The public media has disclosed that the customer has an unsatisfactory credit rating issued by a credit rating agency commonly recognized in the financial community. An unsatisfactory credit rating shall be defined as being two grades below investment grade. The agencies would include but not limited to Standard and Poors, Moody, Fitch, or Dun & Bradstreet.
  - c.) It has been disclosed to the Company and/or the public media that the customer has defaulted on debt obligations to a local or public financial institution.

Upon the occurrence of one or more of these conditions, the Company will contact the customer and/or other available sources for verification. Upon verification by the Company, the customer will receive written notice by registered mail of the deposit requirement at least 30 days prior to the deposit becoming due. A copy of the notice letter will also be provided to the Office of Regulatory Staff.

A deposit shall be defined as cash, surety bond from an issuer whose credit rating is at least A by A.M. Best or an irrevocable letter of credit from an issuer whose credit rating is at least A3 by Moodys or A- by Standard & Poors or Fitch.

If a surety bond or letter of credit issuer does not meet these credit rating minimums, the utility may still choose to accept the deposit subject to the results of a satisfactory credit check of the issuer. In addition, new customers would have the option of providing either a guarantor or a letter of credit that is acceptable to the utility. The type of deposits described above will be at the option of the customer.

# E. Service Charge

The Company may make reasonable charges for work performed on or services rendered:

1) Upon Customer's request at the Customer's premises when, at the time the request is made, service and equipment provided by the Company is in good working condition and in compliance with these General Terms and Conditions, Specifications for Service and Meter Installations, existing provisions of the National Electric Code, the Regulations of the National Board of Fire Underwriters and such other regulations as may be promulgated from time to time by any municipal bureau or other governmental agency having jurisdiction over the Customer's installation or premises;

Supersedes General Terms & Conditions For Electric Issued <del>January 15, 1996</del> February 1, 2003

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- 2) To repair, replace, remove or gain access to Company's facilities or equipment where such repair, replacement or removal is made necessary by the willful action(s) of the Customer, members of the Customer's household or invitees of the Customer; or
- 3) To repair, replace, remove or gain access to Company's facilities or equipment where such repair, replacement or removal is made necessary by the negligent failure of the Customer to take timely action to correct or to notify the Company or other responsible party to correct conditions which led to the needed repair, replacement or removal, except that such charges shall be apportioned between the Customer and the Company to the extent that the Customer shall only bear that part of the costs which reflect the costs added by the Customer's negligence. Such charges cannot be assessed where the damage is caused by an Act of God except to the extent that the Customer failed timely to mitigate the damages. Such charges may include labor, material and transportation.

#### V. COMPANY'S LIABILITY

#### A. General

The Company shall not be in any way responsible or liable for damages to or injuries sustained by the Customer or others, or by the equipment of the Customer or others by reason of the condition or character of Customer's wiring and equipment, or the wiring and equipment of others on the Customer's premises. The Company will not be responsible for the use; care or handling of electricity delivered to the Customer after it passes the service point. The Customer assumes responsibility and liability for damages and injuries caused by failures or malfunctions of Customer's equipment.

#### -VI. MEASUREMENT OF SERVICE

#### A. Meter Testing on Request of Customer

The Customer may, at any time, upon reasonable notice, make written request of the Company to test the accuracy of the meter or meters in use for his service. No deposit or payments shall be required from the Customer for such meter test if said meter has been in service at least one year without testing at Company's expense; otherwise the Customer shall deposit the estimated cost of the test; said deposit shall not exceed \$15.00 without the approval of the Commission. The amount so deposited with Company shall be refunded or credited to the Customer, as a part of the settlement of the disputed account if the meter is found, when tested to register more than 2% fast or slow; otherwise the deposit shall be retained by the Company.

#### B. Adjustments for Inaccurate Meters

Where it is determined that the Company's meter is inaccurate or defective by more than 2% error in registration, bills shall be adjusted in accordance with the Commission Rules and Regulations.

#### VII. FORCE MAJEURE

#### A. General

In the event Company is unable, wholly or in part, by reason of Force Majeure to carry out its obligations to provide service under its Rate Schedules or Contracts, the obligations of Company, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall, as far as possible, be remedied with all reasonable dispatch.

The term "Force Majeure" as employed herein shall include, but not be limited to acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, extreme weather conditions, storms, floods, washouts, arrest and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines, the maintaining or repairing or alteration of machinery, equipment, structures or lines (which maintaining, repairing or alteration shall, however, be carried out in such manner as to cause the smallest practicable curtailments or interruption of deliveries of electricity), freezing of lines, partial or complete curtailment of deliveries under Company's electric purchase contracts, inability to obtain rights-of-way or permits or materials, equipment or supplies, any of the above, which shall, by the exercise of due diligence and care such party is unable to prevent or overcome, and any cause other than those enumerated herein (whether of the kind enumerated herein or otherwise) not within the control of the person claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the persons affected, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts when such course is inadvisable in the discretion of the person affected thereby.

# SOUTH CAROLINA ELECTRIC & GAS COMPANY TERMS AND CONDITIONS – CLEAN

# **EXHIBIT C2**

#### GENERAL TERMS AND CONDITIONS

#### I. GENERAL

#### A. FOREWORD

- 1. In contemplation of the mutual protection of both South Carolina Electric & Gas Company and its Customers and for the purpose of rendering an impartial and more satisfactory service, the General Terms and Conditions of the Company are hereby set forth and filed with the Public Service Commission of South Carolina, which has jurisdiction over public utilities, so as to read as hereinafter set forth; the same being incorporated by reference in each contract or agreement for service.
- These Terms and Conditions are supplementary to the Rules and Regulations issued by the Public Service Commission of South Carolina covering the operation of electric utilities in the State of South Carolina.
- 3. These Terms and Conditions may be supplemented for specific Customers by contract.
- 4. South Carolina Electric & Gas Company is referred to herein as "Company", and the user or prospective user is referred to as "Customer". The Public Service Commission of South Carolina is referred to as "Commission".

#### B. Application

Provisions of these Terms and Conditions apply to all persons, partnerships, corporations or others designated as Customers who are lawfully receiving electric service from Company under the prescribed Rate Schedules or contracts filed with the Commission. Receipt of service shall constitute a contract between Customers and Company. No contract may be transferred without the written consent of the Company.

#### C. Term of Service

The rates prescribed by the Commission are based upon the supply of service to each individual Customer for a period of not less than one year, except as otherwise specifically provided under the terms of the particular Rate Schedule or contract covering such service.

#### D. Terms and Conditions

The Terms and Conditions contained herein are a part of every contract for service entered into by the Company and govern all classes of service where applicable unless specifically modified as a provision or provisions contained in a particular Rate Schedule or contract.

#### E. Selection of Appropriate Rate

Where two or more Rate Schedules are available, the Company will attempt to assist the Customer to a reasonable extent in determining which Schedule to select. The Company may allow a buildup period not to exceed six months for new and expanding accounts during which time the contract demand and/or minimum demand specified in the Rate Schedule may be waived. It is the responsibility of the Customer to select the Rate and the Company will not assume responsibility for the choice.

## F. Temporary Service

Temporary or seasonal service will be furnished under the appropriate General Service Rate Schedule to any Customer. Temporary service shall include all construction services having a life expectancy of one year or less. Payment is required in advance for the full cost of erecting and removing all lines, transformers, and other service facilities necessary for the supply of such service.

# G. Statements by Agents

No representative of the Company has authority to modify any Rule of the Commission, provisions of Rate Schedules or to bind the Company by any promise or representation contrary thereto.

#### II. DEFINITIONS

Except where the context otherwise indicates another or different meaning or intent, the following terms are intended and used and shall be construed to have meanings as follows:

- A. "Day" shall mean period of twenty-four (24) consecutive hours beginning at 12 o'clock Midnight Eastern Time or at such other hours as may be designated.
- B. "Month" or "Billing Month" shall mean the period between any two (2) regular readings of Company's meters which shall not be less than twenty-eight (28) days or more than thirty-four (34) days.
- C. "Year", unless otherwise designated, shall mean a period of 365 days commencing with the day of first delivery of electricity hereunder, and each 365 days thereafter except that in a year having a date of February 29, such year shall consist of 366 days.
- D. "Premises" shall mean home, apartment, dwelling unit, shop, factory, business location (including signs and water and sewage pumps), church, or other building or structure which shelters the Customer for his individual or collective occupancy where all services may be taken from a single connection.
- E. "Service Point" or "Point of Interconnection" shall mean the point at which Company's and Customer's conductors are connected.
- F. "Standard Service" means a single service per premises from one electrical source and from existing overhead facilities.

#### III. CONDITIONS OF SERVICE

#### A. GENERAL

The Customer shall consult with and furnish to the Company such information as the Company may require to determine the availability of the Company's Service at a particular location before proceeding with plans for any new or additional electric loads. No new or additional electric loads will be served if it is determined that such service will jeopardize service to existing Customers. Failure to give notice of additions or changes in load or location shall render the Customer liable for any damage to the meters or other apparatus and equipment of the Company, the Customer and/or other Customers caused by the additional load or changed installation.

# B. Character of Service

Electric energy supplied by the Company shall be standard alternating current at a frequency of approximately 60 hertz and shall be delivered only at voltages and phases as specified by the Company.

#### C. Rights-of-Way

The Company shall not be required to extend its distribution and service facilities, for the purpose of rendering electric service to the Customer until satisfactory rights-of-way, easements or permits have been obtained from governmental agencies and property owners, at the Customer's expense to permit the installation, operation, and maintenance of the Company's lines and facilities. The Customer, in requesting or accepting service, thereby grants the Company without charge necessary rights-of-way and trimming and clearing privileges for its facilities along, across, and under property controlled by the Customer to the extent that such right-of-way and trimming and clearing privileges for its facilities along, across, and under property controlled by the Customer to the extent that such rights-of-way and trimmings are required or necessary to enable Company to supply service to the Customer and the Customer also grants the Company the right to continue to extend the Company's facilities on, across, or under with necessary trimming and clearing rights to serve other Customers. Customer shall maintain such right-of-way so as to grant Company continued access to its facilities by Company's vehicles and other power-operated equipment.

#### D. Customer's Installation

Customer's service installations shall be made in accordance with these General Terms and Conditions, Specifications for Service and Meter Installations, existing provisions of the National Electrical Code, the Regulations of the National Board of Fire Underwriters and such other regulations as may be promulgated from time to time by any municipal bureau or other governmental agency having jurisdiction over the Customer's installation or premises.

Customer's wiring and equipment must be installed and maintained in accordance with the requirements of the local, municipal, state, and federal authorities, and the Customer shall keep in good and safe repair and condition such wiring and equipment on Customer's side of the service point exclusive of Company's metering facilities and equipment.

Customer's service entrance requirements shall be stipulated in the Electric Service and Meter Installations Manual, and other manuals published by the Company and approved by the Commission.

Before wiring a premise or purchasing equipment, the Customers shall give the Company notice and shall ascertain from the Company the character of service available at such premises. The Company may specify the voltage and phase of the electricity to be furnished, the location of the meter, and the point where the service connection shall be made.

Customer's service entrance requirements shall be stipulated in the Electric Service and Meter Installations Manual, and other manuals published by the company and approved by the Commission.

It is the standard practice of the Company to provide all requirements of service for the Customer through a single metering point at each premises.

Where more than one service is required by the Customer, and requested services meet all applicable code requirements the Company will provide such additional service upon payment by the Customer to the Company of the charges above the first service. Each service point shall be a separate account. No new service will be connected without proper release from the inspecting authority having jurisdiction.

Customer shall furnish at his sole expense any special facilities necessary to meet his particular requirements for service at other than the standard conditions specified under the provision of the applicable Rate Schedule. The Customer shall also provide protection for Customer's equipment from conditions beyond the Company's control including, but not limited to, protective devices for single-phase conditions. The Customer shall also provide a suitable place, foundation and housing where, in the judgment of the Company, it is deemed necessary to install transformers, regulators, control or protective equipment on the Customer's premises.

All equipment supplied by the Company shall remain its exclusive property and Company shall have the right to remove the same from the premises of Customer at any time after termination of service for any cause.

Should Customer elect, for any reason, to request relocation of Company's facilities or take any action, which requires such relocation, customer may be required to reimburse the Company for all costs as a result of such relocation. Company may relocate existing service and facilities, at Company's expense, when necessary for system design or operation and maintenance requirements.

The Customer shall be responsible for the protection and safekeeping of the equipment and facilities of the Company while on the Customer's premises and shall not permit access thereto except by duly authorized representatives of the Company. Customer assumes responsibility and liability for damages and injuries caused by failure or malfunctions of Customer's equipment.

# E. Special Equipment

Where a separate transformer or other additional electrical utility standard equipment or capacity is to be used to eliminate fluctuations or other effects detrimental to the quality of service to other Customers due to welding or X-ray equipment, etc., the Company may make a reasonable charge for the transformer equipment and line capacity required. In lieu of the above, the Company may require the Customer to either discontinue the operation of the equipment causing the disturbance or install the necessary motor generator set or other apparatus to eliminate the disturbance detrimental to the service of other Customers.

#### F. Safe Access to Customer's Premises

The duly authorized representatives of the Company shall be permitted at any and all reasonable times to inspect, operate and maintain the Company's and the Customer's facilities and equipment for any and all purposes connected with the delivery of service, the determination of connected load or other data to be used for billing purposes, the determination of Customer load requirements or the exercise of any and all rights under the agreement.

#### G. Company's Installation and Service

Where the Customer's requested service to be supplied by the Company does not produce revenue sufficient to support the expenditure required, the Company will determine in each case the amount of payment and form thereof that shall be required of the Customer.

Electricity supplied by the Company shall not be electrically connected with any other source of electricity without reasonable written notice to the Company and agreement by the parties of such measures or conditions, if any, as may be required for reliability of both systems.

Service supplied by the Company shall not be resold or assigned by the Company to others on a metered or unmetered basis; nor shall the Customer's wiring be connected to adjacent or other premises not owned or operated by the Customer without specific written approval of the Company and of the Commission.

The Company's service facilities will be installed above ground on poles or fixtures; however, underground facilities will be provided when requested in accordance with the Company's appropriate underground service publications.

In Areas of Overhead Distribution: The Company will install and maintain an overhead service drop for loads up to 500 KVA from its overhead distribution system to the Customer's service connection provided the transformer can be placed in the proximity of the service point. For residential Customers, if specifically requested by the Customer, the Company will install and maintain a single phase underground service to any residence (terrain permitting) provided the Customer pays in advance the difference in cost between a new overhead service and the new underground service of equal current carrying capacity.

In Areas of Underground Distribution: The Company will install and maintain the necessary underground facilities to provide a point of service at the Customer's property line or at another location designated by the Company. For residential Customers, the Company will install and maintain a single-phase service to the service point as designated by Company, up to a maximum length of 125 feet. If the requested residential service to Company's designated service point exceeds 125 feet in length, the Customer will pay in advance the total additional cost for that portion in excess of 125 feet in length. For underground service other than residential, the Customer shall furnish, install and maintain necessary service conductors and conduit from their service equipment to the Company's designated point of service regardless of meter location.

# H. Term of Contract

The Term of Contract for service shall be for a term of one year with automatic renewal except as otherwise provided in the applicable Rate Schedule. Where a large or special investment in service facilities is necessary, or other special conditions exist, contracts may be written for (1) a longer term than specified in the Rate Schedule, or (2) a special guarantee of revenue, or (3) a facility charge, or (4) all of these conditions as may be required to safeguard the Company's investment.

#### I. Continuance of Service and Liability Therefor

The Company does not guarantee continuous service. Company shall use reasonable diligence at all times to provide uninterrupted service but shall not be liable for any loss, cost damage or expense to any Customer occasioned by any failure to supply electricity according to the terms of the contract or by any interruption or reversal of the supply of electricity, if such failure, interruption or reversal is due to storm, lightning, fire, flood, drought, strike, or any cause beyond the control of the Company, or any cause except willful default or neglect on its part.

The Company reserves the right to curtail or temporarily interrupt Customer's service when it shall become necessary in order that repairs, replacement or changes may be made in the Company's facilities and equipment, either on or off Customer's premises.

The Company may impose reasonable restrictions on the use of service during peak periods of excessive demand or other difficulty, which jeopardizes the supply of service to any group of Customers.

The Company may waive any minimum charge or guarantee payments for service upon written notice from and request of Customer during such time as the Customer's plant may be completely closed down as a result of strike, lockout, government order, fire, flood, or other acts of God: provided however, that Customer specifically agrees that the term of the service contract shall be extended for a period equal to the period of enforced shutdown. (See Section VII, Force Majeure).

# J. Denial or Discontinuance of Service

The Company may refuse or discontinue service and remove the property of the Company without liability to the Customer, or tenants or occupants of the premises served, for any loss, cost, damage or expense occasioned by such refusal, discontinuance or removal, including but not limited to, any of the following reasons:

- In the event of a condition determined by the Company to be hazardous or dangerous.
- In the event Customer's equipment is used in such a manner as to adversely Affect the Company's service to others.
- 3. In the event of unauthorized or fraudulent use of Company's service.
- 4. Unauthorized adjustments or tampering with Company's equipment.
- 5. Customer's failure to fulfill his contractual obligations.
- For failure of the Customer to permit the Company reasonable access to its equipment.
- For nonpayment of bill for service rendered provided that the Company has made reasonable efforts to effect collection.
- 8. For failure of the Customer to provide the Company with a deposit.
- For failure of the Customer to furnish permits, certificates, and rights-ofway, as necessary in obtaining service, or in the event such permissions are withdrawn or terminated.
- 10. The Company shall not furnish its service to any applicant who at the time of such application is indebted to any member of his household is indebted under an undisputed bill for service, previously furnished such applicant or furnished any other member of the applicant's household or business.
- 11. The Company may terminate a Customer's service should the Customer be in arrears on an account for service at another premises.

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- 12. For the reason that the Customer's use of the utility service conflicts with, or violates o orders, ordinances or laws of the State or any subdivision thereof, or of the Commission.
- 13. For failure of the Customer to comply with reasonable restrictions on the use of service. The Company may discontinue service without notice for reasons (1), (2), and (3) above. For the remainder of the reasons, the Customer shall be allowed a reasonable time in which to correct any discrepancy.

Failure of the Company to terminate or suspend service at any time after the occurrence of grounds therefore or to resort to any other legal remedy or to exercise any one or more of such alternative remedies, shall not waive or in any manner affect the Company's right to later resort to any or more of such rights or remedies on account of any such ground then existing or which may subsequently occur.

#### K. Reconnection Charge

Where the Company has discontinued service for reasons listed in Section III-J, the Customer is subject to a reconnection charge of \$25.00 in addition to any other charges due and payable to the Company. When Company personnel are unable to reconnect service due to actions taken by the customer, a reconnection charge will apply for each trip. In cases where both electric and gas service are reconnected at the same time on the same premises for the same Customer, only one charge will be made.

Where the Customer interrupts or terminates service and subsequently requests reconnection of service at the same premises the reconnection charge will apply.

#### IV. BILLING AND PAYMENT TERMS

#### A. General

The rates specified in the various service classifications are stated on a monthly basis. Unless extenuating circumstances prevent, the Company will read meters at regular monthly intervals and render bills accordingly. If for any reason a meter is not read, the Company may prepare an estimated bill based on the Customer's average use billed for the preceding 60 days or from other information as may be available. All such bills are to be paid in accordance with the standard payment terms, and are subject to adjustment on the basis of actual use of service as computed from the next reading taken by the Company's representative or for any circumstances known to have affected the quantity of service used. No more than one estimated bill shall be rendered within a 60-day period unless otherwise agreed to by the Customer or allowed by the Commission.

All billing errors shall be adjusted in accordance with the Commission's Rules and Regulations.

#### B.Customer's Obligations

The Customer is responsible for electricity furnished and for all charges under the agreement until the end of term

All bills shall be due and payable when rendered. Notice and collection of unpaid bills will be in accordance with the current Rules and Regulations of the Commission.

No Claim or demand which the Customer may have against the Company shall be set off or counterclaimed against the payment of any sum of money due the Company by the Customer for services rendered. All such sums shall be paid in accordance with the agreement regardless of any claim or demand.

Should service be terminated, the Customer's deposit shall be applied to reduce or liquidate the account. Service may be restored upon payment of the account, in full, plus the late payment charge set forth below, the reconnection charge set forth above and a deposit as set forth below.

# C. Late Payment Charge

A late payment charge of one and one half per cent (1 %) will be added to any balance remaining twenty-five (25) days after the billing date.

Supersedes General Terms & Conditions For Electric Issued February 1, 2003

### D. Deposit

A maximum deposit in an amount equal to an estimated two (2) months (60 days) bill for a new Customer or in an amount equal to the total actual bills of the highest two (2) consecutive months based on the experience of the preceding twelve (12) months or a portion of the year if on a seasonal basis may be required from the Customer as security for payment of the account before service is rendered or continued if any of the following conditions exist:

- (1) The Customer's past payment record to the Company shows delinquent payment practice;
- (2) A new Customer cannot furnish either a letter of good credit from a reliable source or any acceptable cosigner or guarantor on the Company's system to guarantee payment;
- (3) A Customer has no deposit and presently is delinquent in payments;
- (4) A Customer has had his service terminated for non-payment or fraudulent use. All deposits may be subject to review based on the actual experience of the Customer. The amount of the deposit may be adjusted upward or downward to reflect the actual billing experience and payment habits of the Customer.
- (5) In addition to the above requirements, all existing non-residential customers that are not sole proprietorships whose electric bills total at least \$25,000 or more per billing period for at least three billing periods of the previous 12 billing periods may be required to provide a deposit in an amount that is compliant with existing South Carolina Public Service Commission rules and regulations based on any of the following conditions:
  - a.) The customer's authorized spokesperson or officer has admitted to the Company and/or public media (newspaper, magazine, television, or radio) that they may be unable to pay their existing debt.
  - b.) The public media has disclosed that the customer has an unsatisfactory credit rating issued by a credit rating agency commonly recognized in the financial community. An unsatisfactory credit rating shall be defined as being two grades below investment grade. The agencies would include but not be limited to Standard and Poors, Moody, Fitch, or Dun & Bradstreet.
  - c.) It has been disclosed to the Company and/or the public media that the customer has defaulted on debt obligations to a local or public financial institution.

Upon the occurrence of one or more of these conditions, the Company will contact the customer and/or other available sources for verification. Upon verification by the Company, the customer will receive written notice by registered mail of the deposit requirement at least 30 days prior to the deposit becoming due. A copy of the notice letter will also be provided to the Office of Regulatory Staff.

A deposit shall be defined as cash, surety bond from an issuer whose credit rating is at least A by A.M. Best or an irrevocable letter of credit from an issuer whose credit rating is at least A3 by Moodys or A- by Standard & Poors or Fitch. If a surety bond or letter of credit issuer does not meet these credit rating minimums, the utility may still choose to accept the deposit subject to the results of a satisfactory credit check of the issuer. In addition, new customers would have the option of providing either a guarantor or a letter of credit that is acceptable to the utility. The type of deposits described above will be at the option of the customer.

#### E. Service Charge

The Company may make reasonable charges for work performed on or services rendered:

- 1) Upon Customer's request at the Customer's premises when, at the time the request is made, service and equipment provided by the Company is in good working condition and in compliance with these General Terms and Conditions, Specifications for Service and Meter Installations, existing provisions of the National Electric Code, the Regulations of the National Board of Fire Underwriters and such other regulations as may be promulgated from time to time by any municipal bureau or other governmental agency having jurisdiction over the Customer's installation or premises;
- 2) To repair, replace, remove or gain access to Company's facilities or equipment where such repair, replacement or removal is made necessary by the willful action(s) of the Customer, members of the Customer's household or invitees of the Customer; or
- 3) To repair, replace, remove or gain access to Company's facilities or equipment where such repair, replacement or removal is made necessary by the negligent failure of the Customer to take timely action to correct or to notify the Company or other responsible party to correct conditions which led to the needed repair, replacement or removal, except that such charges shall be apportioned between the Customer and the Company to the extent that the Customer shall only bear that part of the costs which reflect the costs added by the Customer's negligence. Such charges cannot be assessed where the damage is caused by an Act of God except to the extent that the Customer failed timely to mitigate the damages. Such charges may include labor, material and transportation.

#### V. COMPANY'S LIABILITY

#### A. General

The Company shall not be in any way responsible or liable for damages to or injuries sustained by the Customer or others, or by the equipment of the Customer or others by reason of the condition or character of Customer's wiring and equipment, or the wiring and equipment of others on the Customer's premises. The Company will not be responsible for the use; care or handling of electricity delivered to the Customer after it passes the service point. The Customer assumes responsibility and liability for damages and injuries caused by failures or malfunctions of Customer's equipment.

# VI. MEASUREMENT OF SERVICE

# A. Meter Testing on Request of Customer

The Customer may, at any time, upon reasonable notice, make written request of the Company to test the accuracy of the meter or meters in use for his service. No deposit or payments shall be required from the Customer for such meter test if said meter has been in service at least one year without testing at Company's expense; otherwise the Customer shall deposit the estimated cost of the test; said deposit shall not exceed \$15.00 without the approval of the Commission. The amount so deposited with Company shall be refunded or credited to the Customer, as a part of the settlement of the disputed account if the meter is found, when tested to register more than 2% fast or slow; otherwise the deposit shall be retained by the Company.

#### B. Adjustments for Inaccurate Meters

Where it is determined that the Company's meter is inaccurate or defective by more than 2% error in registration, bills shall be adjusted in accordance with the Commission Rules and Regulations.

#### VII. FORCE MAJEURE

#### A. General

In the event Company is unable, wholly or in part, by reason of Force Majeure to carry out its obligations to provide service under its Rate Schedules or Contracts, the obligations of Company, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall, as far as possible, be remedied with all reasonable dispatch.

The term "Force Majeure" as employed herein shall include, but not be limited to acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, extreme weather conditions, storms, floods, washouts, arrest and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines, the maintaining or repairing or alteration of machinery, equipment, structures or lines (which maintaining, repairing or alteration shall, however, be carried out in such manner as to cause the smallest practicable curtailments or interruption of deliveries of electricity), freezing of lines, partial or complete curtailment of deliveries under Company's electric purchase contracts, inability to obtain rights-of-way or permits or materials, equipment or supplies, any of the above, which shall, by the exercise of due diligence and care such party is unable to prevent or overcome, and any cause other than those enumerated herein (whether of the kind enumerated herein or otherwise) not within the control of the person claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the persons affected, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts when such course is inadvisable in the discretion of the person affected thereby.

# SOUTH CAROLINA ELECTRIC & GAS COMPANY

CONDENSED CONSOLIDATED (REGULATORY BASIS) BALANCE SHEET As of March 31, 2004

CONDENSED CONSOLIDATED (REGULATORY BASIS) STATEMENT OF INCOME For the Twelve Months Ended March 31, 2004

# SOUTH CAROLINA ELECTRIC & GAS COMPANY CONDENSED CONSOLIDATED (REGULATORY BASIS) BALANCE SHEET March 31, 2004 (Millions of Dollars)

	March 31, 2004
Assets	
Utility Plant:	
Electric	\$5,301
Gas	459
Common	196
Total	5,956
Accumulated depreciation and amortization	(1,831)
Total	4,125
Construction work in progress	909
Nuclear fuel, net of accumulated amortization	36
Utility Plant, Net	5,070
Nonutility Property and Investments, Net	26
Current Assets:	
Cash and temporary investments	76
Receivables, net	230
Receivables – affiliated companies	18
Inventories (at average cost):	
Fuel	23
Materials and supplies	55
Emission allowances	13
Prepayments	24
Deferred income taxes, net	4
Total Current Assets	443
Deferred Debits:	
Environmental	10
Assets held in trust, net – nuclear decommissioning	46
Pension asset, net	274
Due from affiliates – pension and postretirement benefits	21
Other regulatory assets	304
Other	137
Total Deferred Debits	792
Total	\$6,331

# SOUTH CAROLINA ELECTRIC & GAS COMPANY CONDENSED CONSOLIDATED (REGULATORY BASIS) BALANCE SHEET March 31, 2004 (Millions of Dollars)

	March 31, 2004
Capitalization and Liabilities	
Shareholders' Investment:	
Common equity	\$2,059
Preferred stock (Not subject to purchase or sinking funds)	106
Total Shareholders' Investment	2,165
Preferred Stock, net (Subject to purchase or sinking funds)	9
Long-Term Debt, net	1,943
Total Capitalization	4,117
Current Liabilities:	
Short-term borrowings	191
Current portion of long-term debt	138
Accounts payable	83
Accounts payable – affiliated companies	96
Customer deposits	25
Taxes accrued	46
Interest accrued	38
Dividends declared	38
Other	24
Total Current Liabilities	679
Deferred Credits:	
Deferred income taxes, net	678
Deferred investment tax credits	108
Asset retirement obligation – nuclear plant	119
Due to affiliates – pension and postretirement benefits	15
Postretirement benefits	136
Regulatory liabilities	416
Other	63
Total Deferred Credits	1,535
Commitments and Contingencies	<del>-</del>
Total	\$6,331

See Notes to Condensed Consolidated (Regulatory Basis) Financial Statements.

# SOUTH CAROLINA ELECTRIC & GAS COMPANY CONDENSED CONSOLIDATED (REGULATORY BASIS) STATEMENT OF INCOME For the Twelve Months Ended March 31, 2004 (Millions of Dollars)

Operating Revenues:	¢1 515
Electric Gas	\$1,515
	366
Total Operating Revenues	1,881
Operating Expenses:	
Fuel used in electric generation	287
Purchased power (including affiliated purchases)	168
Gas purchased for resale	280
Other operation and maintenance	396
Depreciation and amo rtization	190
Other taxes	125
Total Operating Expenses	1,446
Operating Income	435
Other Income, Including Allowance for Equity Funds	
Used During Construction of \$17	36
Income Before Interest Charges, Income Taxes and	
Preferred Stock Dividends	471
Interest Charges, Net of Allowance for Borrowed	
Funds Used During Construction of \$9	132
Dividend Requirement of Company –	
Obligated Mandatorily Redeemable Preferred Securities	1
Income Before Income Taxes and Preferred Stock Dividends	338
Income Tax Expense	338 111
meome ran Expense	111
Net Income	227
Preferred Stock Cash Dividends Declared (At stated rates)	7
Earnings Available for Common Shareholder	\$220

See Notes to Condensed Consolidated (Regulatory Basis) Financial Statements.

# SOUTH CAROLINA ELECTRIC & GAS COMPANY NOTES TO CONDENSED CONSOLIDATED (REGULATORY BASIS) FINANCIAL STATEMENTS March 31, 2004 (Unaudited)

These regulatory basis financial statements include the accounts of South Carolina Electric & Gas Company (the Company) and South Carolina Fuel Company, Inc. (Fuel Company) only. They exclude the accounts of South Carolina Generating Company, Inc. which, under the provisions of FIN46r, would be consolidated with the Company in order for the financials to be in conformity with generally accepted accounting principles.

The following notes should be read in conjunction with the Notes to Condensed Consolidated Financial Statements appearing in the Company's Quarterly Report on Form 10-Q for the period ended March 31, 2004 and the Notes to Consolidated Financial Statements appearing in the Company's Annual Report on Form 10-K for the year ended December 31, 2003. In the opinion of management, the information furnished herein reflects all adjustments, all of a normal recurring nature, which are necessary for a fair statement of the results for the interim periods reported on a regulatory basis.

#### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Company, a public utility, is a South Carolina corporation organized in 1924 and a wholly owned subsidiary of SCANA Corporation, a South Carolina corporation and a registered public utility holding company within the meaning of Public Utility Holding Company Act of 1935, as amended (PUHCA). The Company is engaged predominately in the generation and sale of electricity to wholesale and retail customers in South Carolina and in the purchase, sale and transportation of natural gas to retail customers in South Carolina.

The accompanying Condensed Consolidated (Regulatory Basis) Financial Statements reflect the accounts of the Company and Fuel Company, a wholly owned subsidiary of SCANA Corporation. Intercompany balances and transactions between the Company and Fuel Company have been eliminated in consolidation.

# 2. RATE AND OTHER REGULATORY MATTERS

With respect to rate and regulatory matters at March 31, 2004, reference is made to Note 2 to the consolidated financial statements in the Company's Annual Report on Form 10-K for the year ended December 31, 2003 and Note 2 to the condensed consolidated financial statements in the Company's Quarterly Report on Form 10-Q for the period ended March 31, 2004. No changes have occurred with respect to those matters as reported therein.

# 3. RETAINED EARNINGS

The Company's Restated Articles of Incorporation contain provisions that, under certain circumstances, could limit the payment of cash dividends on its common stock. In addition, with respect to hydroelectric projects, the Federal Power Act requires the appropriation of a portion of certain earnings therefrom. At March 31, 2004 approximately \$45.3 million of retained earnings were restricted by this requirement as to payment of cash dividends on common stock.

# 4. COMMITMENTS AND CONTINGENCIES

Reference is made to Note 10 to the consolidated financial statements appearing in the Company's Annual Report on Form 10-K for the year ended December 31, 2003. Commitments and Contingencies at March 31, 2004 include the following:

# A. Lake Murray Dam Reinforcement

In October 1999 the United States Federal Energy Regulatory Commission (FERC) mandated that the Company reinforce its Lake Murray Dam in order to comply with new federal safety standards. Construction for the project and related activities, which began in the third quarter of 2001, is expected to cost approximately \$275 million and be completed in 2005. Costs incurred through March 31, 2004 totaled approximately \$192 million.

#### B. Nuclear Insurance

The Price-Anderson Indemnification Act, which deals with public liability for a nuclear incident, currently establishes the liability limit for third-party claims associated with any nuclear incident at \$10.8 billion. Each reactor licensee is currently liable for up to \$100.6 million per reactor owned for each nuclear incident occurring at any reactor in the United States, provided that not more than \$10 million of the lia bility per reactor would be assessed per year. The Company's maximum assessment, based on its two-thirds ownership of Summer Station, would be approxi mately \$67.1 million per incident, but not more than \$6.7 million per year.

Congress failed to renew the Price-Anderson Indemnification Act when it expired in 2003. The delayed renewal has no impact on the Company due to the "grandfathered" status of existing licensees that are covered under the expired Act until such time as it is renewed.

The Company currently maintains policies (for itself and on behalf of the South Carolina Public Service Authority) with Nuclear Electric Insurance Limited. The policies, covering the nuclear facility for property damage, excess property damage and outage costs, permit retrospective assessments under certain conditions to cover insurer's losses. Based on the current annual premium, the Company's portion of the retrospective premium assessment would not exceed \$15.8 million.

To the extent that insurable claims for property damage, decontamination, repair and replacement and other costs and expenses arising from a nuclear incident at Summer Station exceed the policy limits of insurance, or to the extent such insurance becomes unavailable in the future, and to the extent that the Company's rates would not recover the cost of any purchased replacement power, the Company will retain the risk of loss as a self-insurer. The Company has no reason to anticipate a serious nuclear incident at Summer Station. If such an incident were to occur, it would have a material adverse impact on the Company's results of operations, cash flows and financial position.

#### C. Environmental

The Company maintains an environmental assessment program to identify and evaluate current and former sites that could require environmental cleanup. As site assessments are initiated, estimates are made of the amount of expenditures, if any, deemed necessary to investigate and clean up each site. These estimates are refined as additional information becomes available; therefore, actual expenditures could differ significantly from the original estimates. Amounts estimated and accrued to date for site assessments and cleanup relate solely to regulated operations.

At the Company, site assessment and cleanup costs are deferred and amortized with recovery provided through rates. Deferred amounts, net of amounts previously recovered through rates and insurance settlements, totaled \$9.8 million at March 31, 2004. The deferral includes the estimated costs associated with the following matters.

The Company owns a decommissioned MGP site in the Calhoun Park area of Charleston, South Carolina. The site is currently being remediated for benzene contamination in the intermediate aquifer on surrounding properties. SCE&G anticipates that the remaining remediation activities will be completed by the end of 2004, with certain monitoring and retreatment activities continuing until 2007. As of March 31, 2004, the Company has spent approximately \$19.8 million to remediate the Calhoun Park site and expects to spend an additional \$2 million.

The Company owns three other decommissioned MGP sites in South Carolina which contain residues of by-product chemicals. Two of these sites are currently being remediated under work plans approved by the South Carolina Department of Health and Environmental Control (DHEC). The Company is continuing to investigate the remaining site and is monitoring the nature and extent of residual contamination. The Company anticipates that major remediation activities for the three owned sites will be completed before 2006. As of March 31, 2004, the Company has spent approximately \$3.1 million related to these sites, and expects to spend an additional \$4.9 million.

# D. Claims and Litigation

On August 21, 2003, the Company was served as a co-defendant in a purported class action lawsuit styled as Collins v. Duke Energy Corporation, Progress Energy Services Company, and South Carolina Electric & Gas Company, in South Carolina's Circuit Court of Common Pleas for the Fifth Judicial Circuit. The plaintiffs are seeking damages for the alleged improper use of electric transmission easements but have not asserted a dollar amount for their claims. Specifically, the plaintiffs contend that the licensing of attachments on electric utility poles, towers and other facilities to non-utility third parties or telecommunication companies for other than the electric utilities' internal use along the electric transmission line right-of-way constitutes a trespass. The Company is confident of the propriety of its actions and intends to mount a vigorous defense. The Company further believes that the resolution of these claims will not have a material adverse impact on its results of operations, cash flows or financial condition.

A complaint was filed on October 22, 2003 against the Company by the State of South Carolina alleging that the Company violated the Unfair Trade Practices Act by charging municipal franchise fees to some customers residing outside a municipality's limits. The complaint also alleges that the Company failed to obey, observe, or comply with the lawful order of the Public Service Commission of South Carolina (SCPSC) by charging franchise fees to those not residing in a municipality. The complaint seeks restitution to all affected customers and penalties up to \$5,000 for each separate violation. The Company is confident of the reasonableness of its actions and intends to mount a vigorous defense. The allegations contained in the complaint are the subject of a similar lawsuit that was filed and served on the Company, for which a Motion to Dismiss is pending. The allegations are also the subject of a purported class action lawsuit filed on or about December 12, 2003 against Duke Energy Corporation, Progress Energy Services Company and the Company. The Company further believes that the resolution of these actions will not have a material adverse impact on its results of operations, cash flows or financial condition. In addition, the Company filed a petition with the SCPSC on October 23, 2003 pursuant to S. C. Code Ann. R.103-836. The petition requests that the SCPSC exercise its jurisdiction to investigate the operation of the municipal franchise fee collection requirements applicable to the Company's electric and gas service, to approve the Company's efforts to correct any past franchise fee billing errors, to adopt improvements in the system which will reduce such errors in the future, and to adopt any regulation which the SCPSC deems just and proper to regulate the franchise fee collection process.

The Company is also engaged in various other claims and litigation incidental to its business operations which management anticipates will be resolved without material loss to the Company.

# SOUTH CAROLINA ELECTRIC & GAS COMPANY OPERATING EXPERIENCE - TOTAL ELECTRIC 12 MONTHS ENDED MARCH 31, 2004 DOCKET NO. 2004-178-E

			(\$000's)	
Line		Regulatory Per	Pro-Forma	
<u>No.</u>	<u>Description</u>	<u>Books</u>	<u>Adjustments</u>	Total As Adjusted
	(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
1	Operating Revenues	1,515,375	30,099	1,545,474
2	Operating Expenses			
3	O&M Expenses - Fuel	402,795	52	402,847
4	O&M Expenses - Other	400,580	46,705	447,285
5	Depreciation & Amortization Expenses	173,315	39,884	213,199
6	Taxes Other Than Income	112,376	11,373	123,749
7	Total Income Taxes	101,707	(23,726)	77,981
8	Total Operating Expenses	1,190,773	74,288	1,265,061
9	Operating Return	324,602	(44,189)	280,413
10	Customer Growth	3,424	(449)	2,975
11	Interest on Customer Deposits	(805)	<u>-</u>	(805)
12	Return	327,221	(44,638)	282,583
13	Rate Base			
14	Plant in Service	5,425,328	566,015	5,991,342
15	Reserve for Depreciation	1,846,528	21,329	1,867,856
16	Net Plant	3,578,800	544,686	4,123,486
17	Construction Work in Progress	900,653	(771,753)	128,900
18	Deferred Debits / Credits	(93,617)	6,219	(87,398)
19	Total Working Capital	653	4,699	5,352
20	Materials & Supplies	125,178	23,340	148,518
21	Accumulated Deferred Income Taxes	(496,781)		(496,781)
22	Total Rate Base	4,014,886	(192,809)	3,822,077
23	Rate of Return	8.15%		7.39%

# SOUTH CAROLINA ELECTRIC & GAS COMPANY OPERATING EXPERIENCE - RETAIL ELECTRIC 12 MONTHS ENDED MARCH 31, 2004 DOCKET NO. 2004-178-E

(\$000's) Total After Line Proposed Reduction in Fuel Proposed Revenue (1) No. Description As Adjusted <u>Increase</u> Net Increase <u>Increase</u> (Col. 1) (Col. 2) (Col. 3) (Col. 4) (Col. 5) (Col. 6) Operating Revenues 1,478,654 92,114 (10,922)81,192 1,559,846 2 Operating Expenses 3 O&M Expenses - Fuel 374,975 364,053 (10,922)(10,922)O&M Expenses - Other 427,244 4 427,244 Depreciation & Amortization Expenses 203,893 5 203,893 6 Taxes Other Than Income 118,952 405 405 119,357 **Total Income Taxes** 35,079 77,960 35,079 113,039 7 (10,922)8 **Total Operating Expenses** 1,203,024 35,484 24,562 1,227,586 9 Operating Return 275,630 56,630 56,630 332,260 **Customer Growth** 10 2,975 611 611 3,586 11 Interest on Customer Deposits (805)(805)12 Return 277,800 57,241 57,241 335,041 Rate Base 13 Plant in Service 5,739,630 5,739,630 14 15 Reserve for Depreciation 1,792,817 1,792,817 16 Net Plant 3,946,813 3,946,813 Construction Work in Progress 123,201 17 123,201 18 Deferred Debits / Credits (84,966)(84,966)19 **Total Working Capital** 2,089 2,089 Materials & Supplies 20 139,666 139,666 Accumulated Deferred Income Taxes 21 (477,114)(477,114)22 **Total Rate Base** 3,649,689 3,649,689 Rate of Return 7.61% 9.18%

<sup>(1)</sup> Reflects reduction in fuel rate of \$.00057 per KWH.

#### SOUTH CAROLINA ELECTRIC & GAS COMPANY ACCOUNTING & PRO FORMA ADJUSTMENTS OPERATING EXPERIENCE - TOTAL ELECTRIC 12 MONTHS ENDED MARCH 31, 2004 DOCKET NO. 2004-178-E

							(\$000's)					
			0014	Deprec. &	T 011	0	Federal	DI			5 ( 5 ) ;; (	
Adiust #	Description	Revenues	O&M	Amort.	Taxes Other Than Income	State Income Tax @ 5%	Income Tax @ 35%	Plant in Service	Accum.	CWIP	Def. Debits / Credits	Working Capital & M&S
Adjust #	Description	Revenues	Expenses	Expense	Than income	Tax @ 5%	TAX @ 33%	Service	Deprec.	CWIF	Credits	Capital & M&S
1	Annualize NCEMC Contracts	30,099				1,505	10,008					
2	Unrecovered Fuel Component of Purchased Power		8,539			(427)	(2,839)					
3	Eliminate Short Term Capacity Purchases		(2,042)			102	679					
4	Williams Station Environmental Costs		1,958			(98)	(651)					
5	Annualize Turbine Maintenance O&M		5,412			(271)	(1,799)					
6	Selective Catalytic Reduction O&M		1,524			(76)	(507)					
7	Compensation		6,511		462	(349)	(2,319)					
8	Pension & Health Care Related Adjustments											
	a) Pension Income		(3,689)			184	1,227					
	b) Other Post Employment Benefits		1,342			(67)	(446)				(829)	
	c) Health Care		1,044			(52)	(347)					
9	Long Term Disability		1,656			(83)	(551)					
10	DSM Costs		(509)			25	169					
11	Employee Clubs		(396)	(142)		27	179	(3,119)	1,064			
12	Property Retirements											
	a) Plant in Service					-	-	(13,497)				
	b) Depreciation Reserves					-	-		13,497			
13	Property Additions											
	a) Other Plant in Service Additions					-	-	75,282		(77,062)		
	b) Depreciation Reserves Adjusted for Retirements					-	-		4,136			
	c) Transmission Plant in Service Additions		1,050	48		(55)	(365)	1,309	(48)			
14	Annualize Current Depreciation Rates			7,560		(378)	(2,514)		(7,560)			
15	New Depreciation Study			12,288		(614)	(4,086)		(12,288)			
16	Property Taxes				5,501	(275)	(1,829)					
17	Jasper Generation Project		21,538	20,130	5,410	(2,354)	(15,653)	506,040	(20,130)	(501,599)		
18	Saluda Dam Remediation Project					-	-			(193,092)		
19	Adjust Fossil Fuel Inventory					-	-					23,340
20	GridSouth RTO Costs		2,819			(141)	(937)				7,048	
21	Working Cash Adjustment					-	-					4,699
22	Annualized Interest					294	1,957					
	Total Adjustments	30,099	46,757	39,884	11,373	(3,101)	(20,625)	566,015	(21,329)	(771,753)	6,219	28,039

# SOUTH CAROLINA ELECTRIC & GAS COMPANY COMPUTATION OF PROPOSED INCREASE RETAIL ELECTRIC OPERATIONS 12 MONTHS ENDED MARCH 31, 2004 DOCKET NO. 2004-178-E

Line <u>No.</u>	<u>Description</u>	Requested (\$000's)
	(Col. 1)	(Col. 2)
1 2	Jurisdictional Rate Base Required Rate of Return	3,649,689 <u>9.18</u> %
3 4	Required Return Actual Return Earned	335,041 277,800
5 6	Required Increase to Return Factor to Remove Customer Growth	57,241 1.010793
7 8	Additional Return Required from Revenue Increase Composite Tax Factor	56,630 0.61478
9	Required Revenue Increase	92,115
10	Proposed Revenue Increase	92,114
	Additional Expenses	
11 12 13 14	Gross Receipts & PSC Support Tax @ .00440 State Income Tax @ 5% Federal Income Tax @ 35% Total Taxes	405 4,585 30,493 35,484
15 16	Additional Return Additional Customer Growth	56,630 611
17 18 19	Total Additional Return Earned Return Total Return as Adjusted	57,241 277,800 335,041
20	Rate Base	3,649,689
21	Rate of Return	9.18%

<sup>&</sup>lt;sup>1</sup> The Proposed Net Revenue Increase is \$81,192,000, which includes a reduction in fuel revenue of \$10,922,000.

# SOUTH CAROLINA ELECTRIC & GAS COMPANY STATEMENT OF FIXED ASSETS - ELECTRIC AT MARCH 31, 2004 DOCKET NO. 2004-178-E

(\$000's)

		(\$000's)			
Line		Regulatory Per			
<u>No.</u>	<u>Description</u>	<u>Books</u>	<u>Adjustments</u>	As Adjusted	Allocated to Retail
	(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)	(Col. 5)
	Gross Plant in Service				
1	Intangible Plant	51,796	-	51,796	49,744
2	Production	2,828,186	550,240	3,378,426	3,180,638
3	Transmission	539,508	19,992	559,500	523,954
4	Distribution	1,701,617	(2,251)	1,699,366	1,695,014
5	General	126,777	1,164	127,941	122,872
6	Common (1)	177,444	(3,131)	174,313	167,407
7	Total Gross Plant in Service	5,425,328	566,014	5,991,342	5,739,629
	Construction Work in Progress				
8	Production	790,132	(749,869)	40,263	37,906
9	Transmission	59,321	(21,884)	37,437	35,068
10	Distribution	28,489	-	28,489	28,416
11	General	12,395	-	12,395	11,904
12	Common (1)	10,316	<u> </u>	10,316	9,907
13	Total Construction Work in Progress	900,653	(771,753)	128,900	123,201

<sup>(1)</sup> Electric Portion

# SOUTH CAROLINA ELECTRIC & GAS COMPANY STATEMENT OF DEPRECIATION RESERVES - ELECTRIC AT MARCH 31, 2004 DOCKET NO. 2004-178-E

(\$000's) Line No. Description Per Books **Adjustments** As Adjusted Allocated to Retail (Col. 1) (Col. 2) (Col. 3) (Col. 4) (Col. 5) Intangible Plant Production 2 934,402 22,148 956,550 900,549 3 Transmission 179,263 (2,700)176,563 165,364 Distribution 577,428 (4,042)573,386 571,939 5 General 99,571 (64)99,507 95,565 Common 55,864 5,986 61,850 59,400 7 Total 1,846,528 21,328 1,867,856 1,792,817

The Composite Depreciation Rates used in computing annual depreciation expense are shown below:

		Current	Requested
8	Steam Production	3.67%	4.80%
9	Nuclear Production	2.54%	1.98%
10	Hydro Production	1.85%	1.50%
11	Other Production	2.98%	4.54%
12	Other Production - Urquhart Units 5 & 6 1	4.00%	-
13	Other Production - Jasper	-	4.00%
14	Transmission	2.40%	2.42%
15	Distribution	2.77%	2.54%
16	General	8.43%	7.84%
17	Common Plant	4.78%	15.12%

<sup>&</sup>lt;sup>1</sup> Included in the requested Composite Depreciation Rate for Other Production.

# SOUTH CAROLINA ELECTRIC & GAS COMPANY MATERIALS AND SUPPLIES - ELECTRIC AT MARCH 31, 2004 DOCKET NO. 2004-178-E

		(\$000's)				
Line <u>No.</u>	<u>Description</u>	Total Electric Per <u>Books</u>	<u>Adjustments</u>	As Adjusted	Allocated to Retail	
	(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)	(Col. 5)	
	Fuel Stock					
1	Nuclear	38,698	-	38,698	36,021	
2	Fossil	26,945	23,340	50,285	46,806	
3	Total Fuel Stock	65,643	23,340	88,983	82,827	
4	Emission Allowances	7,928	-	7,928	7,379	
5	Other Electric Materials and Supplies	51,607	<u> </u>	51,607	49,460	
6	Total	125,178	23,340	148,518	139,666	
	DEFER	RED DEBITS / CREDI AT MARCH 31, 2				
7	Post Employment Benefit	(72,735)	(829)	(73,564)	(70,642)	
8	Deferred Environmental Costs	(136)	-	(136)	(130)	
9	Storm Damage Reserve	(20,746)	-	(20,746)	(20,746)	
10	GridSouth RTO	<u> </u>	7,048	7,048	6,552	
10	Total	(93,617)	6,219	(87,398)	(84,966)	

# SOUTH CAROLINA ELECTRIC & GAS COMPANY WORKING CAPITAL INVESTMENT - ELECTRIC AT MARCH 31, 2004 DOCKET NO. 2004-178-E

(\$000's)

			(\$000	)'s)	
Line <u>No.</u>	Description	Total Electric Per Books	<u>Adjustments</u>	As Adjusted	Allocated to Retail
	(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)	(Col. 5)
1	Working Cash	83,777	4,699	88,476	83,663
2	Prepayments	14,569		14,569	14,111
3	Total Investor Advanced Funds	98,346	4,699	103,045	97,774
4	Less: Customer Deposits	(19,882)	-	(19,882)	(19,882)
5	Average Tax Accruals	(72,404)	-	(72,404)	(70,613)
6	Injuries and Damages	(5,407)		(5,407)	(5,190)
7	Total Working Capital	653	4,699	5,352	2,089

# SOUTH CAROLINA ELECTRIC & GAS COMPANY WEIGHTED COST OF CAPITAL RETAIL ELECTRIC OPERATIONS AS OF MARCH 31, 2004<sup>1</sup> DOCKET NO. 2004-178-E

# Total Company Capitalization @ September 30, 2004

		_	As Adjusted		After Propose	ed Increase
Description (Col. 1)	Amount (Col. 2) \$	Ratio (Col. 3) %	Embedded Cost/Rate (Col. 4) %	Overall Cost/Rate (Col. 5) %	Embedded Cost/Rate (Col. 6) %	Overall Cost/Rate (Col. 7) %
Long Term Debt	1,985,151,597	46.53%	6.56%	3.05%	6.56%	3.05%
Preferred Stock	115,780,200	2.71%	6.40%	0.17%	6.40%	0.17%
Common Equity 1	2,165,691,000	<u>50.76%</u>	8.65%	<u>4.39%</u>	11.75%	<u>5.96%</u>
Total	4,266,622,797	100.00%		7.61%		9.18%

<sup>&</sup>lt;sup>1</sup> - Includes additional equity from Stock Plans effective 4/2004 (Approximately \$31 M)